

SPECIAL NOTICE

MT PRA-GLAC 10(27) REHABILITATE WEST ENTRANCE STATION

THIS IS A TASK ORDER REQUEST FOR PROPOSAL SOLELY FOR THE FOLLOWING CONTRACT AND CONTRACTOR:

<u>Contract Number</u>	<u>Contractor Name</u>	<u>Contractor Number</u>
DTFH70-07-D-00009	HK Contractors Inc	(208) 523-6600

THIS PROJECT IS BEING ADVERTISED ON THE FEDERAL BUSINESS OPPORTUNITIES WEBSITE TO ANNOUNCE THE UPCOMING PROJECT AND ASSIST POTENTIAL SUBCONTRACTORS BY PUBLICIZING OPPORTUNITIES. A PROPOSAL WILL **ONLY** BE ACCEPTED FROM THE ABOVE PRIME CONTRACTOR.

Additional information may be found on our web pages:

Construction Projects: <http://www.wfl.fhwa.dot.gov/edi/construction.htm>

Description: This web page contains links to access upcoming (synopsized) projects, advertised (solicitation) projects, bids and proposals received, awarded projects, awarded IDIQ contracts, bid tabs, and bid history.

Advertised Projects: <http://www.wfl.fhwa.dot.gov/edi/current.htm>

Description: This web page contains projects that are out for bid with links to the Federal Business Opportunities project page, question submittals, and a link to the project Question and Answers.

Going to the Sun Road Rehabilitation IDIQ: <http://www.wfl.fhwa.dot.gov/edi/idiq/gtsr.htm>

Description: This web page contains the contractors information, a description of the contract and the projects that have been awarded under the contract.

Going to the Sun Road Rehabilitation IDIQ Task Order Request For Proposal

Solicitation No. DTFH70-08-R-00002

MT PRA-GLAC 10(27),
REHABILITATE WEST ENTRANCE STATION

Proposal Due Date: See page A-3, Block 13A.

HK Contractors Inc
P.O. Box 51450
IDAHO FALLS, ID 83405-1450

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A-1 Notice to Offeror

PROPOSAL REMINDERS

Electronic proposals will not be accepted. Submit printed copy of your proposal to the address listed on the enclosed SF 1442. Before submitting your proposal, please review the following:

- Have you rechecked your figures?
- Have you completed the schedule?
- Have you completed and signed the SF 1442, Solicitation, Offer & Award?
- Have you acknowledged all amendments?
- Have you completed the Task Order subcontracting plan?
- **Have you marked "Proposal Enclosed for Solicitation No. DTFH70-08-R-00002" in the lower left corner of the submittal envelope?**

**Solicitation, Offer & Award, Bid Schedule, Contract Clauses,
Minimum Wage Schedule, Special Contract Requirements, and Plans**

This solicitation cites

***Standard Specifications for Construction of Roads and Bridges
on Federal Highway Projects, FP-03 – U.S. Customary***

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
610 EAST FIFTH STREET
VANCOUVER, WA 98661-3801
Phone (360) 619-7520 -- FAX (360) 619-7932**



Web site: www.wfl.fhwa.dot.gov/edi/
e-mail: contracts@mail.wfl.fhwa.dot.gov



**WORLD HERITAGE
SITE**

PROJECT NAME	MT PRA GLAC 10(27), REHABILITATE WEST ENTRANCE STATION
PROJECT TERMINI	12+25.00 to 29+15.54
PROJECT LENGTH	0.320 MI
NATIONAL PARK	Glacier National Park
COUNTY	Flathead County
STATE	Montana
FIXED COMPLETION DATE	See FAR Clause 52.211-10 (clauses begin on page C-1)

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SPECIAL CONTRACT REQUIREMENTS (SCRs)

The following Special Contract Requirements amend and supplement the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, FP-03 U.S. Customary Units.

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NOTICE TO OFFEROR

I. Project Location.

The project work is located approximately 35 miles northwest from Kalispell in Flathead County.

Signs have not been erected to identify the project limits. No Government personnel will be available for show-me tours.

II. Pre-proposal Information.

This solicitation includes electronic plan sheets. Plan sheets can be found at <http://www.wfl.fhwa.dot.gov/edi/plans/glac1027/> and viewed by individual sections, downloaded by individual sections, or the entire plan set downloaded in a zip file. A paper copy of the plan sheets is available by submitting the form included in this solicitation.

Requests for technical information (Plan and Division 100 – 700 Specification questions only) about this project will only be accepted in writing (see Block 9 on page A-5).

REPS & CERTS. Submit or update Representations and Certifications online at <http://orca.bpn.gov> before bid submittal. For more details go to FAR Provision 52.204-8 *Annual Representations and Certifications* (see page B-2). If you have previously registered on-line and the NAICS code for this solicitation is different than the code listed in your online file, please note the amended changes on the lines provided in FAR 52.204-8.

Particular attention should be paid to Standard Form 1442, Solicitation, Offer and Award, to assure that Blocks 14, 15, 16, 19, 20A, and 20C are completed correctly. Sign Block 20B according to the instructions in Subsection 102.02. You must submit a completed 'Authority to Sign' document. You must also complete the representations and certifications contained in the Contract Provisions beginning on page B-1. Failure to furnish or complete any of the above may result in your bid being considered nonresponsive and being rejected.

Facsimile offers are not authorized for this solicitation.

Notice of CCR Registration. You must register in the Central Contract Registration (CCR) prior to award of this contract. Failure to register prior to contract award will require award to be offered to the next successful registered Offeror. See FAR Subpart 4.1103(c). Register online at www.ccr.gov or call toll free: 888.227.2423.

III. Post Award Information.

Insurance requirements are set forth in Subsection 107.05.

There will be on-going work being actively pursued on Going to The Sun Road. See Subsection 108.01, which directs that no delay or interference with traffic or emergency work is allowed.

Notice to Offeror

Project: MT PRA GLAC 10(27), Rehabilitate West Entrance Station

Contractor Performance Evaluations. FHWA is now posting evaluations in the National Institutes of Health's Contractor Performance System (CPS) for completed projects. Register at <https://cps.nih.gov/infopage.asp> (Click on "CPS Info" tab, then click on "Contractor Information" button) to view and comment on evaluations. System registration is only required once. Review the evaluation and submit comments within 30 days of notification. Reviewing the evaluation and submitting comments is limited to one entry. If unable to register, call 360.619.7520 for assistance or a copy of the evaluation. You can also access the Contractor User Manual from this web link.

Some known potential material sources are listed below, The government makes no representation as to the quality or quantity of material, or rights to the availability of material from these sources. These sources are considered contractor-located in accordance with Section 105 and are subject to annual weed-free inspections by the Government. Coordinate with the CO at the start of each construction season to determine if the listed sites meet weed-free requirements. Mitigation measures may be required as a condition for use of some of the sources listed below.

Topsoil can be obtained from:

Black Gold Topsoil
2958 Hwy 2 East
Kalispell, MT 59901
Phone: 406-257-7782

Tom Gorton, Creston Top Soil
578 Creston Road
Kalispell, MT 59901
406-756-8854

Material for use in roadway aggregate under Section 308 may be obtained from the following sites:

Goose Bay Equipment, Inc.
Goose Pit
325 Jellison Road & Highway 2
Kalispell, MT 59901
Phone No.: 406-257-8240

JTL Group
Hodson Pit & Main Plant
Highway 2 E
Kalispell, MT 59901
Phone No.: 406-752-2755

LHC, Inc.
1174 Stillwater Road
Kalispell, MT 59901
Phone No.: 406-756-3467
Highline Redi-Mix – Whitford Pit, Browning
PO Box 370
Shelby, MT 59474
Phone No.: 407-434-5391

Weaver Gravel
1190 Elk Park Road
Columbia Falls, MT 59912
Phone No.: 406-755-0212
Schellinger Construction
Carson Pit (Whitefish Stage Road)
and Farm to Market Road Source
Phone No.: 406-892-2188

Weaver Gravel
1190 Elk Park Road
Columbia Falls, MT 59912
Phone No.: 406-755-0212

Whiterock Gravel
304 Jellison Road
Kalispell, MT
Phone No.: 406-756-8560

Notice to Offeror

Project: MT PRA GLAC 10(27), Rehabilitate West Entrance Station

IV. Specifications and Permits.

This solicitation and subsequent contract are governed by the Federal Acquisition Regulation (FAR), agency supplemental regulations, and the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, FP-03 U.S. Customary Units. Obtain paper copies of the FP-03 by calling 360.619.7520, e-mailing at plans_spec@fhwa.dot.gov, or writing Federal Highway Administration, 610 East Fifth Street, Vancouver, WA 98661, Attention: Specification Engineer. An electronic version may be found at <http://www.wfl.fha.dot.gov/design/specs/fp03.htm>.

Geotechnical design data applicable to this project is listed in FAR Clause 52.236-4, Physical Data.

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Bid Schedule

Project: MT PRA-GLAC 10(27)
REHABILITATE WEST ENTRANCE STATION

Offeror please note: Before preparing the bid, carefully read the Solicitation Provisions.

Insert a unit bid price, in figures, for each pay item for which a quantity appears in the bid schedule. Multiply the unit price by the quantity for each pay item and show the amount bid. Should any mathematical check made by the Government show a mistake in the amount bid, the Amount Bid for the item will be based on the Unit Bid Price.

When "LPSM" (Lump Sum) appears as a unit bid price, insert an amount for each lump sum pay item.

When a sum based on a fixed rate appears for any pay item in the amount bid column, include the Government inserted amount bid for the item in the total bid amount.

Total the amounts bid for all pay items and insert the total bid amount.

The quantity for the following item of work is a Contract Quantity (see FP-03, Subsection 109.02):

20103-0000

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
15101-0000	MOBILIZATION		
	ALL	Lump Sum	\$_____
15201-0000	CONSTRUCTION SURVEY AND STAKING		
	ALL	Lump Sum	\$_____
15301-0000	CONTRACTOR QUALITY CONTROL		
	ALL	Lump Sum	\$_____
15401-0000	CONTRACTOR TESTING		
	ALL	Lump Sum	\$_____
15501-0000	CONSTRUCTION SCHEDULE		
	ALL	Lump Sum	\$_____
15705-1500	SOIL EROSION CONTROL, SEDIMENT WATTLE		
	1,420.0		
	LNFT	\$_____	\$_____

Bid Schedule A

Project: MT PRA-GLAC 10(27)
REHABILITATE WEST ENTRANCE STATION

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
20103-0000	CLEARING AND GRUBBING 3,911 SQYD	\$ _____	\$ _____
20301-0200	REMOVAL OF BOULDERS 17 EACH	\$ _____	\$ _____
20301-1500	REMOVAL OF LIGHT POLE 1 EACH	\$ _____	\$ _____
20301-2400	REMOVAL OF SIGN 1 EACH	\$ _____	\$ _____
20303-2100	REMOVAL OF PAVEMENT, ASPHALT, 5-INCH DEPTH 280 SQYD	\$ _____	\$ _____
20303-2200	REMOVAL OF PAVEMENT, ASPHALT, 6-INCH DEPTH 120 SQYD	\$ _____	\$ _____
20401-0000	ROADWAY EXCAVATION 1,000.0 CUYD	\$ _____	\$ _____
20410-0000	SELECT BORROW 1,500.0 CUYD	\$ _____	\$ _____
25101-3000	PLACED RIPRAP, CLASS 3 5.0 CUYD	\$ _____	\$ _____
30802-2000	ROADWAY AGGREGATE, METHOD 2 875.00 TON	\$ _____	\$ _____
40301-0300	HOT ASPHALT CONCRETE PAVEMENT, GRADING C 650.00 TON	\$ _____	\$ _____
50101-0900	REINFORCED RIGID PAVEMENT, 8-INCH DEPTH, TYPE C SMOOTHNESS 260 SQYD	\$ _____	\$ _____

Bid Schedule A

Project: MT PRA-GLAC 10(27)
REHABILITATE WEST ENTRANCE STATION

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
60201-0600	18-INCH PIPE CULVERT		
	8.0		
	LNFT	\$ _____	\$ _____
60501-0000	STANDARD UNDERDRAIN SYSTEM		
	325.0		
	LNFT	\$ _____	\$ _____
60901-2900	CURB, STONE, TYPE 1, 6-INCH DEPTH		
	111.0		
	LNFT	\$ _____	\$ _____
61503-2000	MEDIAN, EXPOSED AGGREGATE CONCRETE		
	50		
	SQYD	\$ _____	\$ _____
61904-0000	BOLLARD POST		
	2		
	EACH	\$ _____	\$ _____
62201-0200	DUMP TRUCK, 8 CUBIC YARD MINIMUM CAPACITY		
	32		
	HOUR	\$ _____	\$ _____
62201-0400	BACKHOE LOADER, 2 CUBIC FOOT MINIMUM RATED CAPACITY BUCKET, 12-INCH WIDTH		
	32		
	HOUR	\$ _____	\$ _____
62201-2050	ROLLER		
	16		
	HOUR	\$ _____	\$ _____
62201-2850	MOTOR GRADER, 12 FOOT MINIMUM BLADE		
	8		
	HOUR	\$ _____	\$ _____
62201-3000	HYDRAULIC EXCAVATOR		
	32		
	HOUR	\$ _____	\$ _____
62201-3750	CHAIN SAW		
	16		
	HOUR	\$ _____	\$ _____
62301-0000	GENERAL LABOR		
	40		
	HOUR	\$ _____	\$ _____

Bid Schedule A

Project: MT PRA-GLAC 10(27)
REHABILITATE WEST ENTRANCE STATION

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
62401-0300	FURNISHING AND PLACING TOPSOIL, 4-INCH DEPTH 750 SQYD	\$ _____	\$ _____
62405-0300	PLACING CONSERVED TOPSOIL, 4-INCH DEPTH 680 SQYD	\$ _____	\$ _____
63302-0000	SIGN SYSTEM 95.5 SQFT	\$ _____	\$ _____
63316-1000	REMOVE AND RESET SIGN 4 EACH	\$ _____	\$ _____
63318-1000	SNOWPOLE HOLDER 4 EACH	\$ _____	\$ _____
63401-0300	PAVEMENT MARKINGS, TYPE B, SOLID (White) 2,100 LNFT	\$ _____	\$ _____
63401-0300	PAVEMENT MARKINGS, TYPE B, SOLID (Yellow) 2,500 LNFT	\$ _____	\$ _____
63401-0400	PAVEMENT MARKINGS, TYPE B, BROKEN (White) 290 LNFT	\$ _____	\$ _____
63401-0450	PAVEMENT MARKINGS, TYPE B, DOTTED 30 LNFT	\$ _____	\$ _____
63502-1300	TEMPORARY TRAFFIC CONTROL, DRUM 90 EACH	\$ _____	\$ _____
63503-0700	TEMPORARY TRAFFIC CONTROL, PAVEMENT MARKINGS 1,160.0 LNFT	\$ _____	\$ _____
63503-0800	TEMPORARY TRAFFIC CONTROL, PAVEMENT MARKING REMOVAL 1,160.0 LNFT	\$ _____	\$ _____

Bid Schedule A

Project: MT PRA-GLAC 10(27)

REHABILITATE WEST ENTRANCE STATION

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
63504-1000	TEMPORARY TRAFFIC CONTROL, CONSTRUCTION SIGN		
	140.0		
	SQFT	\$ _____	\$ _____
63601-3000	SYSTEM INSTALLATION, ELECTRICAL (POWER, COMMUNICATIONS, & FIBER OPTIC)		
	ALL	Lump Sum	\$ _____
63602-6020	SYSTEM INSTALLATION, TRAFFIC DETECTOR WIRE LOOP		
	1		
	EACH	\$ _____	\$ _____
63610-0400	CONDUIT, 1-INCH, PVC		
	710.0		
	LNFT	\$ _____	\$ _____
63610-1600	CONDUIT, 2-INCH, PVC		
	50.0		
	LNFT	\$ _____	\$ _____
63621-3000	UTILITY BOX, JUNCTION BOX		
	5		
	EACH	\$ _____	\$ _____
63641-0100	RELOCATE LUMINAIRE (WITH DISCONNECT SWITCH)		
	1		
	EACH	\$ _____	\$ _____

TOTAL \$ _____

Submitted by: _____

Name of Offeror

Bid Schedule A

Project: MT PRA-GLAC 10(27)

REHABILITATE WEST ENTRANCE STATION

A-12

Reserved

Federal Acquisition Regulation Solicitation Provisions

Representations, Certifications and Other Statements of Offeror

Note: The provisions included in the basic IDIQ apply. The following provisions have been changed or require fill-in for this specific project.

The Offeror Makes the Following Representations and Certifications as a Part of its Offer.

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2005)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989—

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Completing FAR provision 52.204-8 Annual Representation and Certifications.

- This solicitation is issued under **NAICS 237310 – Highway, Street & Bridge Construction** with a small business size standard of **\$31 million**. If your average annual gross receipts for the past 3 years are **above \$31.0 million** you are a large business for this solicitation. If they are **below \$31.0 million** you are a small business. Please complete the certification listed in paragraph (b).
- Your small business information is pulled into ORCA from the Central Contractor Registration (CCR). Please include NAICS **237310** in the Central Contractor Registration (CCR) at <http://www.ccr.gov/>. Please note that if you are currently using a NAICS code beginning in **234**, you are using an **outdated** code. Please update your files to **237310 – Highway, Street & Bridge Construction**.
- Before submitting bids, please ensure you have completed your annual representations and certifications electronically at the ORCA website, <http://orca.bpn.gov>.

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade: 2.7%

Goals for Female Participation for Each Trade: 6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the—

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **Flathead County, Montana**.

52.225-10 Notice of Buy American Act Requirement—Construction Materials (May 2002)

(a) *Definitions*. "Construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act—Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability*. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations

52.225-12 Notice of Buy American Act Requirement—Construction Materials under Trade Agreements (Jan 2005)

(a) *Definitions.* “Construction material,” “designated country construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American Act—Construction Materials Under Trade Agreements” (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested—

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

USE OF RECOVERED MATERIALS ON FEDERAL LANDS HIGHWAY PROJECTS

Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6901 *et seq.*), requires Federal, State, and local procuring agencies using appropriated Federal funds to purchase items composed of the highest percentage of recovered materials practical. Use of recovered materials is strongly encouraged on Federal Lands Highway Projects. Highway construction items covered by the Environmental Protection Agency's *Comprehensive Guidelines for Procurement of Products Containing Recovered Materials* include fly ash, ground granulated blast furnace slag, traffic barricades, traffic cones, hydraulic mulch and compost for mulch.

Use of **fly ash** and ground **granulated blast furnace slag** and construction materials containing fly ash and ground granulated blast furnace slag on Federal Lands Highway Projects:

- It is the policy of the United States Government that fly ash and ground granulated blast furnace slag and materials containing fly ash and ground granulated blast furnace slag shall have maximum practicable opportunity for incorporation into its construction projects.
- The Contractor agrees to investigate the use of fly ash and ground granulated blast furnace slag and materials containing fly ash and ground granulated blast furnace slag to the fullest extent consistent with the efficient performance of this contract. Both the contractor and the subcontractors are urged to seek out suppliers of fly ash and ground granulated blast furnace slag, cement and concrete containing fly ash and ground granulated blast furnace slag and to solicit bids for these materials.
- Names of firms that supply fly ash and ground granulated blast furnace slag and materials containing fly ash and ground granulated blast furnace slag are available from the American Coal Ash Association and the National Slag Association.

**FEDERAL ACQUISITION REGULATIONS
SOLICITATION PROVISIONS**

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFEROR

52.214-34 Submission of Offers in the English Language (Apr 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

52.214-35 Submission of Offers in U.S. Currency (Apr 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

52.215-1 Instructions to Offerors—Competitive Acquisition (Jan 2004)

(a) *Definitions.* As used in this provision—

“*Discussions*” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

“*In writing*,” “*writing*,” or “*written*” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“*Proposal modification*” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“*Proposal revision*” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“*Time*,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show—

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror’s behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets *[insert numbers or other identification of sheets]*; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

52.215-20 Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data (Oct 1997)

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial item exception.* For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include—

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), *e.g.*, wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price.

For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for cost or pricing data.* If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a **firm fixed-price task order** contract resulting from this solicitation.

52.236-27 Site Visit (Construction) (Feb 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Prospective Offerors were encouraged by letter of August 2007 to inspect the site prior to onset of adverse weather conditions. Currently, the site may not be accessible. There will be no government arranged site visits.

52.236-28 Preparation of Proposals—Construction (Oct1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms; and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including—

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

Reserved

Federal Acquisition Regulation Contract Clauses

Note: The clauses included in the basic IDIQ apply. The following clauses have been changed or require fill-in for this specific project.

52.211-10 Commencement, Prosecution, and Completion of Work (Apr 1984) Alternate I (Apr 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **September 1, 2008** subject to such extensions as may be authorized. The time stated for completion shall include final cleanup of the premises.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed **by July 14, 2008**. The completion date will be extended by the number of calendar days after the above date that the contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

52.211-12 Liquidated Damages—Construction (Sep 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of: See Special Contract Requirements, Subsection 108.04.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

52.215-10 Price Reduction for Defective Cost or Pricing Data (Oct 1997)

(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because—

(1) The Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which—

(1) The actual subcontract; or

(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(c) (1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2) (i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if—

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if—

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid—

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

52.215-12 Subcontractor Cost or Pricing Data (Oct 1997)

(a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either—

- (1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or
- (2) The substance of the clause at FAR 52.215-13, Subcontractor Cost or Pricing Data—Modifications.

52.215-15 Pension Adjustments and Asset Reversions (Oct 2004)

(a) The Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate a defined-benefit pension plan or otherwise recapture such pension fund assets.

(b) For segment closings, pension plan terminations, or curtailment of benefits, the amount of the adjustment shall be—

(1) For contracts and subcontracts that are subject to full coverage under the Cost Accounting Standards (CAS) Board rules and regulations (48 CFR Chapter 99), the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12); and

(2) For contracts and subcontracts that are not subject to full coverage under the CAS, the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12), except the numerator of the fraction at 48 CFR 9904.413-50(c)(12)(vi) shall be the sum of the pension plan costs allocated to all non-CAS covered contracts and subcontracts that are subject to Federal Acquisition Regulation (FAR) Subpart 31.2 or for which cost or pricing data were submitted.

(c) For all other situations where assets revert to the Contractor, or such assets are constructively received by it for any reason, the Contractor shall, at the Government's option, make a refund or give a credit to the Government for its equitable share of the gross amount withdrawn. The Government's equitable share shall reflect the Government's participation in pension costs through those contracts for which cost or pricing data were submitted or that are subject to FAR Subpart 31.2.

(d) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(g).

52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions (July 2005)

(a) The Contractor shall promptly notify the Contracting Officer in writing when the Contractor determines that it will terminate or reduce the benefits of a PRB plan.

(b) If PRB fund assets revert or inure to the Contractor, or are constructively received by it under a plan termination or otherwise, the Contractor shall make a refund or give a credit to the Government for its equitable share as required by 31.205-6(o)(5) of the Federal Acquisition Regulation (FAR). When determining or agreeing on the method for recovery of the Government's equitable share, the contracting parties should consider the following methods: cost reduction, amortizing the credit over a number of years (with appropriate interest), cash refund, or some other agreed upon method. Should the parties be unable to agree on the method for recovery of the Government's equitable share, through good faith negotiations, the Contracting Officer shall designate the method of recovery.

(c) The Contractor shall insert the substance of this clause in all subcontracts that meet the applicability requirements of FAR 15.408(j).

52.215-19 Notification of Ownership Changes (Oct 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall—

(1) Maintain current, accurate, and complete inventory records of assets and their costs;
 (2) Provide the ACO or designated representative ready access to the records upon request;
 (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

52.215-21 Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data - Modifications (Oct 1997)

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable—

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If—

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include—

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), *e.g.*, wholesale, original equipment manufacturer, or reseller.

Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for cost or pricing data.* If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

52.219-16 Liquidated Damages---Subcontracting Plan (Jan 1999)

(a) "Failure to make a good faith effort to comply with the subcontracting plan," as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

52.222-4 Contract Work Hours and Safety Standards Act—Overtime Compensation (July 2005)

(a) *Overtime requirements.* No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) *Violation; liability for unpaid wages; liquidated damages.* The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) *Subcontracts.* The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

**52.223-3 Hazardous Material Identification and Material Safety Data (Jan 1997)
Alternate I (July 1995).**

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (if none, insert "None")

Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

- (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
- (ii) Obtain medical treatment for those affected by the material; and
- (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with paragraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

52.225-9 Buy American Act—Construction Materials (Jan 2005)

(a) *Definitions.* As used in this clause—

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Domestic construction material” means—

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

“Foreign construction material” means a construction material other than a domestic construction material.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements the Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:

None

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

- (ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
- (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.
- (c) Request for determination of inapplicability of the Buy American Act.
- (1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including—
- (A) A description of the foreign and domestic construction materials;
 - (B) Unit of measure;
 - (C) Quantity;
 - (D) Price;
 - (E) Time of delivery or availability;
 - (F) Location of the construction project;
 - (G) Name and address of the proposed supplier; and
 - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
- (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
- (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.
- (3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.
- (d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

<u>Construction Material</u>	<u>Unit of</u>	<u>Quantity</u>	<u>Price</u>
Description	<u>Measure</u>		<u>(Dollars)*</u>
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

Item 2:

Foreign construction material

Domestic construction material

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*

52.228-1 Bid Guarantee (Sept 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, *e.g.*, bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds—

(1) To unsuccessful bidders as soon as practicable after the opening of bids; and

(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be **20** percent of the bid price or **\$3 million**, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within **10** days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

52.236-1 Performance of Work by the Contractor (Apr 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **fifteen (15)** percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

TRANSPORTATION ACQUISITION REGULATIONS CONTRACT CLAUSES

1252.228-73 Notification of Miller Act Payment Bond Protection (April 2005)

This notice clause shall be inserted by first tier subcontractors in all their subcontracts and shall contain information pertaining to the surety that provided the payment bond under the prime contract.

(a) The prime contract is subject to the Miller Act, (40 U.S.C. 3131 et al), under which the prime contractor has obtained a payment bond. This payment bond may provide certain unpaid employees, suppliers, and subcontractors a right to sue the bonding surety under the Miller Act for amounts owned for work performed and materials delivery under the prime contract.

(b) Persons believing that they have legal remedies under the Miller Act should consult their legal advisor regarding the proper steps to take to obtain these remedies. This notice clause does not provide any party any rights against the Federal Government, or create any relationship, contractual or otherwise, between the Federal Government and any private party.

(c) The surety which has provided the payment bond under the prime contract is:

(Name)

(Street Address)

(City, State, Zip Code)

(Contact & Tel. No.)

Reserved

General Decision Number: MT080002 02/08/2008 MT2

Superseded General Decision Number: MT20070002

State: Montana

Construction Type: Highway

Counties: Montana Statewide.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	02/08/2008

* SUMT2001-001 01/12/2007

ZONE PAY

CARPENTERS, CEMENTS MASONS, IRON WORKERS, LABORERS, POWER EQUIPMENT OPERATORS, TRUCK DRIVERS

The hourly wage rates applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the County Court House of the following towns to the center of the job:

BILLINGS, BOZEMAN, BUTTE, GREAT FALLS, HAVRE, HELENA, KALISPELL, LEWISTOWN, MILES CITY, MISSOULA

ZONE 1: 0 to 30 miles - Free
 ZONE 2: 30 to 60 miles - Base Pay +\$2.50
 ZONE 3: Over 60 miles - Base Pay + \$4.00

	Rates	Fringes
Carpenters:		
Carpenter, Piledriverman....	\$ 21.64	8.85
Millwright.....	\$ 23.64	8.85
Cement Mason.....	\$ 20.36	8.50
Electricians:		
Area 1.....	\$ 18.74	2.93+3.8%
Area 2.....	\$ 20.13	4.76+3.8%
Area 3.....	\$ 19.98	3.44+3.8%
Area 4.....	\$ 19.84	3.51+3.8%
Area 5.....	\$ 20.54	3.54+3.8%
Area 6.....	\$ 18.02	3.44+3.8%

ELECTRICIANS AREA DESCRIPTIONS

AREA 1: Beaverhead, Deer Lodge, Granite, Jefferson, Madison, Silver Bow, and Powell Counties

AREA 2: Big Horn, Carbon, Carter, Custer, Dawson, Fallon, Garfield, Golden Valley, Musselshell, Powder River, Prairie, Rosebud, Stillwater, Treasure, Wibaux, and Yellowstone counties

Wage Determinations

MT PRA GLAC 10(27) - REHABILITATE WEST ENTRANCE

AREA 3: Blaine, Cascade, Chouteau, Daniels, Fergus, Glacier, Hill, Judith Basin, Liberty, McCone, Petroleum, Pondera, Phillips, Richland, Roosevelt, Sheridan, Teton, Toole, Valley, and Wheatland Counties

AREA 4: Broadwater, Lewis and Clark, and Meagher Counties

AREA 5: Flathead, Lake, Lincoln, Mineral, Missoula, Ravalli, and Sanders Counties

AREA 6: Gallatin, Park, and Sweet Grass Counties

	Rates	Fringes
Ironworker:		
Flathead, Glacier, Lake, Lincoln, Mineral, Missoula and Sanders Cos.....	\$ 24.80	13.71
Remaining Counties.....	\$ 23.15	13.71
Laborers:		
Group 1.....	\$ 16.37	6.75
Group 2.....	\$ 19.07	6.75
Group 3.....	\$ 19.26	6.75
Group 4.....	\$ 20.13	6.75
LABORERS CLASSIFICATIONS		

GROUP 1: Flag person

GROUP 2: All General Labor work; Burning Bar; Bucket man; Carpenter Tender; Caisson Worker; Cement Mason Tender; Cement Handler (dry); Chuck Tender; Choker Setter; Concrete worker; Curb Machine-Lay Down; Crusher and Batch Plant Worker; Fence Erector; Form Setter; Form Stripper; Heater Tender; Landscaper; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Riprapper; Sealants for Concrete and other materials; Sign Erection, Guard Rail and Jersey Rail; Stake Jumper; Spike Driver; Signalman; Tail Hoseman; Tool Checker and Houseman; Traffic Control worker

GROUP 3: Concrete Vibrator; Dumpman (Grademan); Equipment Handler; Geotextile and Liners; High-Pressure Nozzlemen; Jackhammer (Pavement Breaker); Laser equipment; Non-riding Rollers; Pipelayer; Posthole Digger (power); Power Driven Wheelbarrow; Rigger; Sandblaster; Sod Cutter-power; Tampers

GROUP 4: Asphalt Raker; Cutting Torch; Grade Setter; High-Scaler; Power Saws (Faller & Concrete); Powderman (\$1.00 per hour above Group 4 rate); Rock & Core Drill; Track or Truck mounted Wagon Drill; Welder including Air Arc

Wage Determinations

MT PRA GLAC 10(27) - REHABILITATE WEST ENTRANCE

D-3

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 19.16	5.05
Groundman.....	\$ 15.40	5.05
Painters:.....	\$ 23.00	8.00

Pavement Marking/Milling and related work. Includes operating marking and all other equipment and all work involved in traffic marking including removal, surface preparation and application of pavement markings including epoxies, paints, tape, buttons, thermo- plastics and any other products applied for traffic marking purposes and for directing and regulating traffic, and cutting Rumble Strips..

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 20.52	8.00
Group 2.....	\$ 22.48	8.00
Group 3.....	\$ 23.31	8.00
Group 4.....	\$ 23.98	8.00
Group 5.....	\$ 25.28	8.00
Group 6.....	\$ 25.94	8.00
Group 7.....	\$ 27.97	8.00
POWER EQUIPMENT OPERATORS CLASSIFICATIONS		

GROUP 1: A-Frame Truck Crane; Air Compressor; Auto Fine Grader; Belt Finishing Machine; Boring Machine (small); Cement Silo, Crane; Crusher Conveyor, DW-10, 15, and 20 Tractor Roller; Farm Tractor; Forklift; Form-Grader; Front-end Loader under 1 cu yd; Oiler, Heavy Duty Drills; Pumpman; Oiler All, except Cranes and Shovels)

GROUP 2: Air Doctor; Backhoe/Excavator/Shovel to & incl 3 cu yd Bit Grinder; Bituminous Paving Travel Plant; Boring Machine, large: Broom, Self-Propelled; Concrete Bucket Dispatcher; Concrete Conveyor; Concrete Finish Machine; Concrete Float and Spreader; Concrete Travel Batchter; Distributor; Dozer, Rubber tired, Push, and Side Boom; Drills, Heavy Duty (all types); Elevating Grader/Gradall; Field Equipment Serviceman; Front-end Loader 1 cu yd to and incl. 5 cu yd; Grade Setter; Hoist/Tugger (All Hydralift & Similar); Industrial Locomotive; Motor Patrol (Except Finish); Mountain Skidder; Oiler, Cranes & Shovels; Pavement Breaker, EMSCO; Power Saw, Self-Propelled; Pugmill; Pumpcrete/ Grout Machine; Punch Truck; Rollers (All except Asphalt Finish and Breakdown); Ross Carrier; Rotomill under 6 ft; Trenching Machine; Washing/Screening Plant

Wage Determinations

MT PRA GLAC 10(27) - REHABILITATE WEST ENTRANCE

GROUP 3: Asphalt Finish Roller; Asphalt Breakdown Roller; Asphalt Paving Machine; Backhoe/Excavator/Shovel larger than 3 cu yd; Asphalt Screed; Concrete Batch Plant; Cableway Highline; Concrete Curing Machine; Cranes, 24 tons & under; Cranes, Creter; Cranes, Electric Overhead; Concrete Pump; Curb Machine/Slip Form Paver; Finish Dozer; Mechanic/Welder; Pioneer Dozer; Rotomill 6 ft and over; Scraper, Single Engine; Scraper Twin or pulling Belly Dump; Yo Yo Cat Front-end Loader over 5 cu yd;

GROUP 4: Asphalt/Hot Plant Operator; Cranes, 25 tons to 44 tons; Crusher Operator; Finish Motor Patrol; Finish Scraper

SPECIAL OPERATORS:

GROUP 5: Cranes, 45 tons to and including 74 tons

GROUP 6: Cranes, 75 tons to and including 149 tons

GROUP 7: Cranes, 150 tons to and including 250 tons; Cranes over 250 tons: add \$1.00 for every 100 tons over 250 tons; Crane, Stiff-Leg or Derrick; Crane, Tower all); Crane, Whirley (all); Helicopter Hoist

	Rates	Fringes
Truck drivers:		
Group 1.....	\$ 17.76	7.75
Group 2.....	\$ 22.73	7.75

GROUP 1: Pilot Car

GROUP 2: Combination Truck and Concrete Mixer and Transit Mixer; Dry Batch Trucks; Distributor Driver; Dumpman; Dump Trucks and similar equipment; Dumpster; Flat Trucks; Lumber Carriers; Lowboys; Pickup; Powder Truck Driver; Power Boom; Serviceman; Service Truck/Fuel Truck/Tireperson; Truck Mechanic; Trucks with Power Equipment; Warehouseman, Partsman, Cardex and Warehouse Expeditor; Water Trucks

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

Wage Determinations

MT PRA GLAC 10(27) - REHABILITATE WEST ENTRANCE

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



ATTENTION

The following Special Contract Requirements (SCRs) are only a portion of the specifications for this project. These SCRs amend and supplement the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, FP-03. The FP-03 U.S. Customary Units is a separately published book. In order to understand the solicitation properly you need to have the FP-03 U.S. Customary Units as well as this packet. Pay particular attention to the provisions of Subsection 104.04 in the FP-03. This Subsection explains how each of the many contract documents fit together.

If you would like to view the FP-03 U.S. Customary Units electronically, go to:
<http://www.wfl.fha.dot.gov/design/specs/fp03.htm>

If you would like a printed copy of the FP-03 U.S. Customary Units, contact the:

Contracts Section
Federal Highway Administration
Western Federal Lands Highway Division
610 East Fifth Street
Vancouver, WA 98661
Phone: 360.619.7520
Fax: 360.619.7520
E-mail: contracts@mail.wfl.fha.dot.gov

(printed copies of the FP-03 will be distributed to the successful bidder)

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Section 101.— TERMS, FORMAT, AND DEFINITIONS

101.04 Definitions. Amend as follows:

Delete the text of these definitions and substitute the following:

Award — The written acceptance of an offeror's proposal by the C.O.

Bid — When used in a project package, carries the same meaning as Offer.

Bidder — When used in a project package, carries the same meaning as Offeror.

Bid Guarantee — A form of security assuring that the offeror will not withdraw an offer within the period specified for acceptance and will execute a written Task Order and furnish required bonds.

Bid Schedule — The prepared schedule included with the offer forms, containing the estimated quantities of pay items for which unit prices are requested.

Contract — The written agreement between the Government and the Contractor setting forth the obligations of the parties for the ordering of, performance of, and payment for, the prescribed work. Refers to both the Basic Contract and the Task Orders.

Contract Time — The specified time allowed for completion of all Task Order work.

Holidays — Holidays occur on the following days:

- 1st day of January - New Year's Day
- 3rd Monday of January - Martin Luther King, Jr. Day
- 3rd Monday in February - Presidents' Day
- Last Monday in May - Memorial Day
- 4th day of July - Independence Day
- 1st Monday in September - Labor Day
- 2nd Monday in October - Columbus Day
- 11th day in November - Veterans Day
- 4th Thursday in November - Thanksgiving Day
- 25th day in December - Christmas Day
- Other days declared holidays by the Congress or the President
- If a holiday falls on a Saturday, the preceding Friday is also a legal holiday. If a holiday falls on a Sunday, the Monday following is also a legal holiday.

Notice to Proceed — Written notice to the contractor to begin the Task Order work.

Pay Item — A specific item of work for which a unit price is provided in the Task Order.

Payment Bond — The security executed by the contractor and surety or sureties and furnished to the Government to ensure payments as required by law to all persons supplying labor or material according to the Task Order.

Performance Bond — The security executed by the contractor and surety or sureties and furnished to the Government to guarantee completion of the Task Order work.

Project — The specific section of the highway or other property on which construction is to be performed under the Task Order.

Solicitation — The complete assembly of documents (whether attached or incorporated by reference) furnished to prospective offeror(s).

Surety — An individual or corporation legally liable for the debt, default, or failure of a contractor to satisfy a Task Order obligation.

Work — The furnishing of all labor, material, equipment, and other incidentals necessary to successfully complete the project according to the Task Order.

Add the following:

Basic Contract — The contract Indefinite Delivery, Indefinite Quantity (IDIQ) which is a written agreement between the Government and the Contractor(s) setting forth the general obligations of the parties for the ordering of, performance of, and payment for, the work to be performed under the subsequent Task Orders.

Offer — A written proposal by an offeror to perform work at a proposed price.

Offeror — Any individual or legal entity submitting an offer.

Task Order — An order for a specific level of work that may or may not be related to one or more projects.

SE/P₇₅ Index (SEP) — SE/P₂₀₀ Index (SEP) is a measure of a material's ability to perform based on the quality and quantity of fines present. The quality is represented by the sand equivalent (SE) and quantity is represented by the percent passing the No. 200 (P₂₀₀). The SEP is computed as follows:

$$\text{For an SE} \geq 29, SEP = \frac{SE}{P_{200} + 25}$$

$$\text{For an SE} < 29, SEP = \frac{SE + 4}{SE + P_{200}}$$

Where:

SE = Plastic fines in graded aggregates and soils by using the sand equivalent test AASHTO T 176, Alternate Method No.2, Referee Method

P₂₀₀ = Material finer than No. 200 Sieve in mineral aggregates by washing AASHTO T 11

Section 102.— BID, AWARD, AND EXECUTION OF CONTRACT

102.02 Preparation of Bids. Delete the Subsection title, text of the first paragraph, and substitute the following:

102.02 Preparation of Offers. Follow the requirements of FAR Clause 52.215-1 Instructions to Offerors -- Competitive Acquisition.

102.05 Public Opening of Bids. Delete this Subsection.

102.05A Contract Award. (Added Subsection.)

Follow the requirements of FAR Clause 52.214-19, Contract Award - Sealed Bidding - Construction.

102.06 Performance and Payment Bonds. Delete the text of the first paragraph and substitute the following:

Follow the requirements of FAR Clause 52.228-15 Performance and Payment Bonds – Construction. Furnish a performance bond and a payment bond each in the penal amount of 100 percent of the original task order price.

Section 103.— SCOPE OF WORK

103.01 Intent of Contract. Add the following:

Additional work on sites within or in the vicinity of the project may be requested by the CO. Such work generally will be in response to natural disasters. This paragraph does not affect the respective responsibilities of the parties under Subsection 107.06. Provide cost proposals and perform work as ordered by the CO.

103.06 Issue Resolution. (Added Subsection.)

Resolve project issues at the lowest authorized level and in the most expedient manner possible. Escalate unresolved issues to the next higher level in a timely manner to avoid adverse impacts to costs, risks, or time. Either party may request that an issue be escalated. Submit requests in writing. Upon the request of either party, both parties must escalate the issue. An exception to escalating an issue may be observed when both parties agree extra time is needed for the development of facts.

Decision-making is encouraged to be made at the lowest authorized level. Recommendations, options, and ideas by all team members are requested. Decisions made at the lowest level possible will be supported by all management levels. Countermands of decisions will not be permitted, except where there is a conflict with code, regulation, law, the contract, or a change of critical facts or information, which causes a re-evaluation of the resolution. Support of a countermand by the original decision team is critical. All contractor and Government team members must understand why the change is necessary and must be able to support it.

Section 104.— CONTROL OF WORK

104.03 Specifications and Drawings. Add the following paragraph:

(c) As-built working drawings. Furnish two sets as-built working drawings. The Government will provide two sets of contract drawings to be used exclusively for recording the as-built details of the project. Use red pencil or red ink to record the information described below.

Note all additions or revisions to the location, character, and dimensions of the prescribed work shown on the contract drawings. Line out all details shown that are not applicable to the completed work. Check off details shown that were incorporated into the completed work without change.

Retain the drawings at the project site and, as work progresses, continuously update them to reflect the as-built details. Upon request, make the drawings available to the CO to review for compliance with these specifications.

As a minimum, show the following types of changes on the as-built drawings:

(1) Typical section(s)

- (a) Revisions in dimensions; and
- (b) Revisions in materials.

(2) Plan and profile

(a) Plan

- (1) Revisions to the alignment;
- (2) Changes in the construction limits;
- (3) Location and type of existing utilities;
- (4) Location, size, and type of underdrains;
- (5) Skew of culverts;
- (6) Location of monuments and permanent references;
- (7) Elevations for all underground crossings of existing utilities;

(b) Profile

- (1) Revisions to grades, elevations, and stationing of intersection PIs;
- (2) Equations;
- (3) Culvert diameter, length, type, and stationing;

(3) Miscellaneous

- (a) Revisions to parking areas or turnouts; and
- (b) Final location, type and length of curbs, sidewalks, automated bypass lane island flowlines, etc.

Furnish the as-built working drawings to the CO before the final inspection. Correct all details found during the final inspection that are not shown on the as-built drawings and return to the CO within 5 working days.

104.04 Coordination of Contract Documents. Delete the text of this Subsection and substitute the following:

The FAR, TAR, Basic Contract, special contract requirements, plans, and standard specifications are contract documents. A requirement in one document is binding as though occurring in all the contract documents. The contract documents are intended to be complementary and to describe and provide for a complete contract. In case of discrepancy, calculated and shown dimensions govern over scaled dimensions. The contract documents govern in the following order:

- (a) Federal Acquisition Regulations;
- (b) Transportation Acquisition Regulations;
- (c) Basic IDIQ Contract;
- (d) Special Contract Requirements (SCRs);
- (e) Plans; and
- (f) Standard specifications.

104.05 Load Restrictions. Add the following:

Comply with Glacier Park vehicle weight and size restrictions on the Going-to-the-Sun Road as follows:

(a) Weights.

- (1) Do not exceed 80,000 pounds total gross vehicle weight for loaded hauling vehicle;
- (2) Carry no more than 20,000 pounds per single axle;
- (3) Carry no more than 34,000 pounds combined using a tandem axle (i.e., 2 axles at least 3.6 feet and no more than 7.0 feet apart that oscillate together.) Carry a gross load of 34,000 pounds each if 2 consecutive sets of tandem axles are used, provided the overall distance between the first and last axles of such sets are at least 36 feet.
- (4) Carry no more than 42,500 pounds combined for a triple axle combination.

Prior to June 1, reduce the allowable weights listed above by 49%.

(b) Sizes.

(1) Comply with Montana State DOT Regulations. Obtain all state permits that are required, and obtain approval from the CO if over-width and/or over-length vehicles, and accompanying pilot cars, will be traveling along portions of the Going-to-the-Sun Road.

(2) Vehicles and equipment are restricted to 8 feet in width, including mirrors or loads, and 21 feet in length, including bumpers or loads, along the Going-to-the-Sun Road between Avalanche Creek and Sun Point. Over-width and/or over-length vehicles, equipment, and loads having a maximum total length of 35 feet will need to be accompanied by a pilot car in front and will have to obtain a Park travel permit. Over-width and/or over-length vehicles will not be allowed during high traffic periods. Coordinate at least 7 days in advance with the CO to obtain a Park travel permit.

(3) Use caution with load heights more than 10 feet when traveling through the West Tunnel (MP 23.35) and the East Tunnel (MP 32.88). Coordinate with the CO to obtain Park oversize vehicle permit.

104.06 Other Contracts. (Added Subsection.)

The Federal Highway Administration and Glacier National Park have awarded, and intend to further award other contracts or task orders with concurrent construction activities. These other contracts and task orders may impact operations on this project. Construction on other contracts have either already begun, or are expected to begin during the 2007 and 2008 construction season(s). The contracts may include, but are not limited to the following:

- Reconstruction along the Phase VI section of the GTSR (West Tunnel to Haystack)
- Reconstruction at the St. Mary Entrance Station
- Reconstruction along the Phase VII section of the GTSR (Avalanche to West Tunnel)
- Emergency relief projects (ERFO) due to 2006 flooding events
- Construction of the Bus Wash Facility
- Transit Stops

Schedule construction activities to minimize delays and interference for all operations.

Section 105.— CONTROL OF MATERIAL

105.02 Material Sources. Amend as follows:

(b) Contractor-located sources. Add the following to the first paragraph:

Obtain permits according to Subsection 107.10.

Add the following:

All imported material from Contractor-located sources must be certified by the Government to be free from noxious weeds or invasive plant materials and other deleterious material before entering the Park at the start of each construction season. To determine if a potential material source meets the weed-free requirement, submit a list of sources to be inspected by the Government. In addition to the source name and location, submit potential mitigative measures to make the source weed-free. The Government will furnish an inspection report, weather permitting, within 21 days of a submission of potential material sources, listing the status of the source and any mitigative measures that would need to be accomplished before use. Coordinate with the CO on specific dates.

Material obtained from within the boundaries of the Blackfeet Indian Reservation will be subject to Blackfeet Tribes' political jurisdiction. The Tribe has a Tribal Employment Rights Ordinance (TERO), which requires all employers subject to the Tribe's jurisdiction to give preference in employment, training, and subcontracting to Indians and Indian-owned businesses and pay certain fees. For further information on the TERO requirements, contact the Blackfeet TERO office at:

Blackfeet Tribal Employment Rights Office
P.O. Box 850
Browning, Montana 59417
Telephone: 406-330-7887

The United States is not subject to the TERO requirements, and is not a party to any agreements between the Tribe and the contractor pursuant to the TERO. The Tribe administers the TERO pursuant to its dependent-sovereign status as an Indian nation with jurisdiction over activities within the reservation boundaries. Contractors should take into consideration the Tribe's TERO in preparing their bids to the extent applicable.

105.04 Storing and Handling Material. Add the following:

Within the Park, comply with the following:

(a) Use the sites listed in the Phase VI task order for storage of materials, equipment parking, and for truck turn-around. The Glacier Park Headquarter area may also be used as a temporary construction equipment queuing area as approved by the CO. Close the entire site to public use when being utilized for staging, storage operations, or active construction

operations. Electrical power is not available at any of these sites; use of an electric generator is allowed at all sites.

(b) Park construction equipment within the limits of current construction operations, according to the requirements of Subsection 107.11.

(c) Keep storage and equipment parking areas clean and orderly. Do not park equipment on temporary stockpiles of topsoil. Restore all Government-provided storage and staging sites to their original condition when the contract or task order is completed, whichever occurs first.

(d) Only staging areas listed in Subsection 105.04(a) are allowed within the Park unless approved by the CO.

(e) Water may be obtained from Glacier Park Headquarters.

Outside the Park, comply with the following:

Provide additional space as needed. Do not use private property for staging or storage without written permission of the owner or lessee. Furnish copies of all agreements. Secure all permits and clearances for use of the storage area and provide copies of the documents. Obtain permits according to Subsection 107.10.

Section 106.— ACCEPTANCE OF WORK

106.01 Conformity with Contract Requirements. Amend as follows:

Delete the second paragraph and substitute the following:

References to standard test methods of AASHTO, ASTM, GSA, and other recognized standard authorities refer to the methods in effect on the date of solicitation for bids. Use the 26th edition of the AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing, and Appendix A and B of the Federal Lands Highway Field Materials Manual for this project. Use the modified AASHTO procedures for sampling and testing contained in Appendix B of the Federal Lands Highway Field Materials Manual; except, when a specified sampling or test method is not included in Appendix B, sample and test according to the referenced AASHTO test procedure. Appendix A of the Federal Lands Highway Field Materials Manual contains several sampling and testing methods which may be required for this project that are not found in AASHTO.

Delete the eighth paragraph and substitute the following:

Remove, repair, or replace work that does not conform to the contract, or to prevailing industry standards where no specific contract requirements are noted. Removing, repairing, or replacing work; providing temporary traffic control; and any other related work to accomplish conformity will be at no cost to the Government.

Add the following:

Obtain copies of the following documents by going to our webpage at:

<http://www.wfl.fha.dot.gov/construction/cmr/>

- Appendices A and B of the Federal Lands Highway Field Materials Manual, dated 02/10/97;
- Standard WFLHD Method of Test for Accelerated Weathering of Aggregate by Use of Dimethyl Sulfoxide (DMSO);
- Highway Research Board Bulletin No. 319, "The Humphres Method of Granular Soils", dated 1962;
- Form FHWA-1641, "Worksheet for Superpave Asphalt Concrete Mix Design, AASHTO R 35";
- Standard WFLHD Test Method for Determining Asphalt Content in Asphalt Paving Mixtures by the Ignition Method;
- Standard WFLHD Test Method for Determining Optimum Asphalt Content for Hot Open-Graded Asphalt Concrete Pavement; and
- Field Note Samples, dated April 2004.

Special Contract Requirements

Project: MT-PRA-GLAC 10(27), Rehabilitate West Entrance Station

106.02 Visual Inspection. Delete the text of this Subsection and substitute the following:

Acceptance is based on visual inspection of the work for compliance with the specific contract requirements. In the absence of specific contract requirements or tolerances, prevailing industry standards may be used.

106.03 Certification. Add the following after the second paragraph:

Maintain records of all required certifications according to Subsections 103.04, 153.04, and 154.04. Submit certifications to the CO.

Check certifications, before incorporating the materials into the work, to ensure that the requirements of the contract have been met. Mark the certifications with the following information: project name, project number, contract item number, item description, Contractor's signature, and date.

Section 107.— LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

107.01 Laws to be observed. Delete the third paragraph and substitute the following:

Comply with the terms and conditions included in all permits and agreements obtained by the Government for performing the work included in this contract (See Section H). Notify the CO immediately of any changes, including modifications to government-obtained permits, or any additional permits or agreements that are required by the Contractor's methods of operation. Allow adequate time in the construction schedule for any additional permits or changes to government-obtained permits. Furnish copies of all acquired permits and agreements not in the contract.

Authorization to discharge under the Montana Pollution Discharge Elimination System (MPDES) is required for this project. The "*Storm Water Pollution Prevention Plan*" (SWPPP), "*General Permit*", and the letter of authorization are included in this contract, see Sections H and I. Comply with the terms and conditions included in the SWPPP and the General Permit.

Comply with the requirements of the Fire Protection and Suppression Plan included in this contract (See Section J).

107.02 Protection and Restoration of Property and Landscape. Amend as follows:

Add the following after the fifth paragraph:

The contractor will be responsible for the coordination, facilitation, and scheduling of all utility verification, location, and temporary or permanent relocation or any other utility related actions on the project.

The Government has notified the utility companies affected by necessary relocations or adjustments to their facilities, and has provided construction plans and cross sections for their use in identifying utility conflicts. In addition, other utilities may be located within or adjacent to the project limits. It is the responsibility of the contractor to assure identification and protection of these additional facilities.

The following utility contacts shall be consulted prior to performing work that may affect their facilities:

Qwest Communications
Marsha Breen
P.O. Box 1716
Helena, MT 59624
(406) 441-7717

Flathead Electric Co-op, Inc.
Gary Nyquist
2510 Hwy 2 E
Kalispell, MT 59901
(406) 752-4483

Information Technology Supervisor, Glacier NP
 Tim Gilk
 Communication Facilities
 P.O. Box 128
 West Glacier, MT 59936
 (406) 888-7860

Utilities Manager, Glacier NP
 Jeff Harker
 Water and Wastewater Management
 P.O. Box 128
 West Glacier, MT 59936
 (406) 888-7964

Relocation of the existing and installation of new overhead power poles, lines, and/or underground facilities will be accomplished by the contractor during the road construction and during the grading portion of excavation, prior to completion of the sub grade. It is the responsibility of the contractor to ensure a negotiated relocation plan and schedule is developed in coordination with the affected utilities. The contractor shall negotiate a Utility Relocation Plan with Flathead Electric Co-op, Inc. that will specify in detail the schedule and responsibilities for the relocation of Flathead Electric Co-op, Inc. facilities and any other utility related actions for the life of the project. A copy of the Utility Relocation Plan shall be provided to the CO with the preliminary construction schedule, and the relocation schedule and activities will be included in the preliminary construction schedule as well as all ensuing construction schedules for the project.

Relocation of the existing and installation of new underground fiber optic and communication facilities will be accomplished by the contractor during the road construction and during the grading portion of excavation, prior to completion of the sub grade. It is the responsibility of the contractor to ensure a negotiated relocation plan and schedule is developed in coordination with the affected utilities. The contractor shall negotiate a Utility Relocation Plan with Glacier NP that will specify in detail the schedule and responsibilities for the relocation of the Park fiber optic facilities and any other utility related actions for the life of the project. A copy of the Utility Relocation Plan shall be provided to the CO with the preliminary construction schedule, and the relocation schedule and activities will be included in the preliminary construction schedule as well as all ensuing construction schedules for the project.

Coordination among all participating parties, Flathead Electric Co-op, Glacier NP IT Supervisor, and the CO is required for all portions of the proposed trench that is to be shared by both utilities.

Items to be addressed in the relocation plan are:

- (a)** The Contractor's detailed plan to verify/locate and protect all utilities that are located within or immediately adjacent to the project limits.
- (b)** Number of days "Advance Notice" the utility companies will require to begin utility relocation.
- (c)** Schedule of areas the utility company will be working in, and duration of relocation activities in that area.

Special Contract Requirements

Project: MT-PRA-GLAC 10(27), Rehabilitate West Entrance Station

(d) Impacts the utility relocation may have on the contractor's operations.

(1) Disturbance of compacted and/or groomed areas (clarify responsibilities).

(2) Potential conflicts of utility relocation and construction activities working in the same area (i.e. traffic plan, safety issues).

(e) The names, titles, and contact information for the persons, both in the home office and on the project site, that will be thoroughly knowledgeable of the plan and be responsible for its implementation.

(f) An action plan for notifying customers of interruptions to their service if planned or otherwise expected to occur.

Add the following to the sixth paragraph:

Contact the Utility Notification Center not less than three working days prior to the start of any excavation on this project. The utility notification phone number is 1-800-424-5555.

Add the following to the ninth paragraph:

This is provided, however, that such damage is not the result of an inadequate verification/location process or failure to perform all or any part of the defined process or not otherwise caused by the fault or negligence of the Contractor.

Add the following paragraph:

The contractor shall assume all risk and liability for any inconvenience, delay, or expense that may be occasioned by the relocation of public utilities. No additional compensation will be allowed for delays, inconvenience, or damage sustained by the contractor due to interference from the said utility appurtenances or the operations of moving them.

107.03 Bulletin Board. Add the following:

(g) The "Beck" poster, according to FAR Clause 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees.

107.08 Sanitation, Health, and Safety. Add the following after the first paragraph:

Submit an accident prevention plan for implementing safety and health standards at the Preconstruction Conference. Use the Government furnished Form WFLHD-28, Guide Outline of Contractor's Accident Prevention Plan.

A Government Sanitation Plan will be provided at the preconstruction conference.

107.10 Environmental Protection. Delete the text of this Subsection and substitute the following:

Conform to the following:

(a) The Federal Water Pollution Control Act (33 USC § 1251 ET seq.)

(1) Except as authorized by this contract, do not operate mechanized equipment, discharge or place material within the boundaries of any U.S. waters as identified by the ordinary high water mark, high tide line, or edge of the wetland. This includes wetlands, unless authorized by a permit issued by the U.S. Army Corps of Engineers according to 33 USC § 1344, and if required by the state agency having jurisdiction over the discharge of material into the waters of the U.S. In the event of an unauthorized discharge:

- (a) Immediately prevent further contamination;
- (b) Immediately notify appropriate authorities and the CO; and
- (c) Mitigate damages as required.

(2) Separate work areas, including material sources by the use of a suitable barrier that prevents sediment, petroleum products, chemicals, other liquids, or solid materials from entering the waters of the U.S. Construct and remove barriers to avoid discharge of material into the waters of the U.S. Remove and properly dispose of sediment or other material collected by the barrier.

(b) Construction Activities Outside Construction Limits. Before beginning construction activities outside the construction limits (such as material sources, disposal sites, waste areas, access roads, water sources, stockpiles and staging areas) that will require ground disturbance, occupation, clearing, or other environmental impacts provide the following documents.

The requirements below do not apply to commercial sources that are established, have provided material to public and private entities on a regular basis over the last two years, have appropriate State and local permits, and do not require expansion outside their currently established and permitted area.

(1) Proposed Activity Description. Submit a description, schedule, and location of the proposed activities for approval of the CO. Include maps of the area and other relevant information.

(2) Cultural Resources. Submit written documentation satisfactory to the CO for a finding of either “no historic properties affected” or “no effect” according to 36 CFR 800.4(d)(1) for historic properties on or eligible for listing to the National Register of Historic Places. Provide either:

- (a) Documentation showing there are no cultural resources present, and a finding of either "no historic properties affected" or “no effect” according to 36 CFR 800.4(d)(1). Documents must be prepared by an individual qualified under the

Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation, 48 FR 44716-44740.

Documentation must be satisfactory to the State Historic Preservations Officer (SHPO) or Tribal Historic Preservations Officer (THPO) as appropriate, according to 36 CFR 800.3(c).

The CO will forward the documentation to the SHPO or THPO. Anticipate a minimum of 30 days from receipt of the documentation by the SHPO or THPO before use of the site may be approved; or

(b) Documentation showing a finding of either "no historic properties affected" or "no effect" according to 36 CFR 800.4(d)(1) has been previously obtained for the proposed activities from the State, Tribal Government or Federal Land Management Agency responsible for the land. Include attached copies of SHPO concurrence, or Memorandum of Agreement (MOA) where concurrence is not required.

(3) Species Protected Under the Endangered Species Act of 1973. Submit written documentation satisfactory to the CO that the proposed action will have no effect to any threatened or endangered species or their critical habitat. Provide either:

(a) A current list of all threatened or endangered species in the site of proposed activities from the U.S. Fish and Wildlife Service; and a recommendation of a "no effect" determination according to Section 7 of the Endangered Species Act prepared by a biological specialist with a minimum of 3 years of experience in Endangered Species Act compliance or other qualifications acceptable to the CO. Allow up to 30 days to obtain the current list of all threatened or endangered species from the U.S. Fish and Wildlife Service; or

(b) Documentation showing the proposed activities have previously been determined to comply with the Endangered Species Act and this determination remains valid. This documentation must be from the State, Tribal Government or Federal Land Management Agency responsible for the land. Attach evidence of compliance, including correspondence with the U.S. Fish and Wildlife Service.

(4) Wetlands as Defined by the U.S. Army Corps of Engineers' 1987 Wetland Delineation Manual (WDM). Submit written documentation satisfactory to the CO, that the proposed action will comply with Section 404 of the Clean Water Act, Executive Order 11990, and will not affect any wetlands. Documentation must be prepared by a wetland specialist with a minimum of 3 years of experience in wetland delineation using WDM or other qualifications acceptable to the CO.

(5) Federal Lands. Before use of sites on federal lands, submit a copy of the Letter of Approval or Special Use Permit from the applicable federal agency allowing use of the site for intended purposes.

(6) Tribal, State and Local Approvals. Comply with applicable laws regarding the proposed activities. Submit copies of required clearances, including hazardous waste compliance, tribal, State and local permits and approvals.

Allow 12 days (in addition to other agency time requirements) for approval of documents submitted to the CO.

(c) Oil and Hazardous Substances. Submit a Spill Prevention, Control, and Countermeasure (SPCC) plan for sites that meet the requirements of 40 CFR Part 112. Changes to 40 CFR Part 112 became effective February 26, 2007. Owners and operators must comply by July 1, 2009. Further changes to the requirements are expected to be proposed in 2007.

At present, a SPCC plan is required for sites in operation after July 1, 2009 that store petroleum and synthetic oil products with a maximum above-ground combined capacity greater than 1,320 gallons. This includes both bulk and operational storage containers (such as tanks on trucks and construction equipment) with a capacity greater than 55 gallons that are used to transfer or store oil for further distribution. It does not include tanks used primarily to power the movement of the motor vehicle.

Submit the SPCC plan at least 2 days before beginning work.

If a SPCC Plan is not required, submit a Hazardous Spill Plan describing what actions will be taken in case of a spill, and incorporate preventative measures to be implemented (such as the placement of refueling facilities, storage and handling of hazardous materials, etc). Submit the Hazardous Spill Plan at least 2 days before beginning work.

Do not use equipment that is leaking fluids. Repair leaks on equipment immediately. Keep a supply of absorbent materials at the job site in the event of spills. Acceptable absorbent materials are those manufactured specifically for the containment and clean up of hazardous materials.

(d) Additional Construction Requirements.

(1) Suspend construction activities when a grizzly bear or wolf comes near an active construction area and creates a potential animal/human conflict. Immediately notify the CO. Proceed with operations only after authorized by the CO.

(2) Report any observation of Canada Lynx, gray wolf, grizzly bear, or bald eagle within the project area to the CO.

(3) Equip all construction equipment with adequate mufflers to reduce noise.

107.11 Protection of Forests, Parks, and Public Lands. Add the following:

Due to the fragile ecological system of Glacier National Park, comply with the following:

- (a)** All vehicles and equipment will be inspected by the CO before their entry into the Park for mud, weeds and other unwanted substances. Steam clean all earth-moving equipment (including hauling vehicles) of mud and weeds before entering the Park. Subsequent entries of hauling vehicles will not require cleaning unless requested. Notify the CO a minimum of 48 hours before the entry of vehicles and equipment to the Park.
- (b)** Do not produce asphalt products within the Park boundaries.
- (c)** Vehicles or equipment will not be permitted outside the construction limits, staging sites, or on topsoil areas, except as approved by the CO.
- (d)** Do not camp or sleep in vehicles within Park boundaries.
- (e)** Do not use explosive material(s) within the Park boundaries.
- (f)** Comply with all Park requirements and restrictions, including, but not limited to the following: Do not feed or disturb wildlife within the Park boundaries. Store and handle food, fuel, or other attractants in a manner that does not attract bears, i.e., no food, pet food, garbage, drinks, trash, or food and drink containers will be placed outside vehicles, trailers, buildings, or bear-resistant containers except during actual use. Contractor supplied garbage bins must be bear proof and meet Park requirements. Any mishandling of garbage, trash, food, and other potential bear attractants described above will result in the responsible person, or Contractor, receiving a citation subject to fine.
- (g)** The Contractor, subcontractors, and all employees will be required to attend Park orientation meetings hosted by the National Park Service prior to beginning work. Notify the CO 14 days prior to beginning work so orientations can be scheduled. Disseminate and enforce all information provided at the initial orientation meeting to Subcontractors hired after initial Park orientation meeting.
- (h)** Do not pump water from streams or other bodies of water within the Park.
- (i)** Equipment servicing and/or refueling will not be conducted within 100 feet of streams or water bodies when possible.
- (j)** Do not use chemicals for dust control.

Section 108.— PROSECUTION AND PROGRESS

108.01 Commencement, Prosecution, and Completion of Work. Amend as follows:

Delete the text of the second paragraph and substitute the following:

A preconstruction conference will be held after the task order is awarded and before beginning work.

Furnish at least 48 hours advance notice before changing the current work schedule. Work schedule changes that include additional shifts require 14 days notice.

Add the following:

Perform work under this contract according to the following:

- (a) Limit work as provided in Subsection 107.02, 107.10, 156.03 and 156.06.
- (b) Limit speeds on haul roads to 25 mph or slower, depending on site conditions.
- (c) Pursuant to FAR Clause 52.236-5; remove from the project any driver who receives two traffic citations while driving within Glacier National Park.

Delete the text of the second paragraph and substitute the following:

A preconstruction conference will be held after the task order is awarded and before beginning work. Provide a work plan according to Section 155.

All work is to be completed by September 1, 2008.

108.01A Labor. (Added Subsection.)

Follow the requirements of FAR Clause 52.222-6 Davis Bacon Act.

Adjacent or virtually adjacent work sites are defined to be work sites within ½ mile of the project. Application of the Davis-Bacon Act for work sites beyond ½ mile of the project will be determined by the CO.

108.02 Subcontracting. Amend as follows:

Delete the first paragraph and substitute the following:

FAR clauses 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns, 52.222-11 Subcontracts (Labor Standards), and 52.236-1, Performance of Work by the Contractor are supplemented as follows.

Delete the fourth paragraph and substitute the following:

In FAR Clauses 51.219-8, Utilization of Small Business Concerns and 52.237-27, Prompt Payment for Construction Contracts, the subcontracts include both on-site work and supply contracts.

Certified payrolls will be used to determine Davis-Bacon wages and benefits paid. Submit certified statements, at least monthly, declaring the wages and benefits paid to non-Davis Bacon personnel under this contract.

In FAR Clause 52.236-1, Performance of Work by the Contractor, the percentage of work performed on-site by the Contractor will be computed as 100% less the combined initial dollar amount of all subcontracts involving on-site labor as a percent of the original dollar amount of the contract.

108.04 Failure to Complete Work on Time. Delete the text and table of this Subsection and substitute the following:

Follow the requirements of FAR Clause 52.211-12 Liquidated Damages — Construction.

Liquidated damages in the amount specified in Table 108-1 will be assessed for each calendar day beyond the time specified in the contract until substantial completion of the work.

Liquidated damages will not be assessed for the following:

- (a) The day of the final inspection.
- (b) Days required to perform work added to the contract after substantial completion including items identified during the final inspection that were not required before that time.
- (c) Delays by the Government after all work is complete and before a formal acceptance is executed.
- (d) Periods of time when all work is complete but acceptance is delayed pending the plant establishment period or similar warranty period.
- (e) Suspensions according to Subsection 108.06.

Table 108-1
Charge for Liquidated Damages for Each Day
Work Is Not Substantially Completed

Original Contract Price		Daily Charge
From More Than —	To and Including —	
\$ 0	\$ 1,000,000	\$ 500
1,000,000	2,000,000	1,100
2,000,000	5,000,000	2,200
5,000,000	10,000,000	2,700
10,000,000	and more	3,300

108.06 Suspension. (Added Subsection.)

Follow the requirements of FAR Clause 52.242-14 - Suspension of Work.

Work may be suspended, either in whole or in part, for such periods deemed necessary due to the presence of grizzly bears and wolves. See Subsection 107.10.

Section 109.—MEASUREMENT AND PAYMENT

109.01 Measurement of Work. Delete the text of paragraph (b) and substitute the following:

(b) Task Order item number;

109.02 Measure Terms and Definitions. Amend as follows:

Delete the second paragraph (b) designator and substitute the following:

(c) **Cubic yard.**

Delete the text of paragraph (m) and substitute the following:

(m) **Square Yard.** 9 square feet. Longitudinal and transverse measurements for area will be made horizontally. No deductions from the area computation will be made for individual fixtures having 9 square feet or less. Do not measure overlaps.

Add the following:

(p) **Fixed hourly rate.** Measure the actual number of hours ordered by the CO and performed by the Contractor.

109.03 Weighing Procedures and Devices. Delete the text of paragraph (c)(2) and substitute the following:

(2) Task Order pay item number and description;

109.04 Receiving Procedures. Delete the text of paragraph (b) and substitute the following:

(b) Task Order pay item number and description;

109.05 Scope of Payment. Amend as follows:

Delete the text of the first paragraph and substitute the following:

Payment for all contract work is provided, either directly or indirectly, under the pay items shown in the bid schedule, or under the pay items shown in a separate temporary traffic control task order.

Add the following:

(c) Payment under other task orders. The work listed below is to be accomplished in accordance with Section 635 of this task order, but paid via a separate task order for temporary traffic control. Items paid by that separate temporary traffic control task order include the following:

- Temporary traffic control, traffic and safety supervisor

109.08 Progress Payments. Amend as follows:

Delete the text of paragraph (b) and substitute the following:

(b) Closing date and invoice submittal date. The closing date for progress payments will be designated by the CO. Include work performed after the closing date in the following month's invoice. For work performed between September and July of any year, submit invoices to the designated billing office by the 7th day after the closing date. Invoices received by the designated billing office after the 16th day following the closing date, for work included in the September through July invoices, will not be accepted for payment processing that month. For work included in the August invoice, submit the invoice to the designated billing office by the 5th day after the closing date. Invoices received by the designated billing office after the 5th day following the closing date, for work included in the August invoice, will not be accepted for payment processing that month. Include late, unprocessed invoice submittals in the following month's invoice.

Delete the text of paragraph (e) and substitute the following:

(e) Processing progress payment requests. No payment will be made for work unless field note documentation for the work was provided by the closing date.

(1) Work performed between September and July

(a) Invoices received by the 7th day following the closing date.

(1) Proper invoices. If the invoice meets the requirements of Subsection 109.08(c), and the quantities and unit prices shown on the contractor's invoice agree with the corresponding quantities and unit prices shown on the Government's receiving report, the invoice will be paid.

(2) Defective invoices. If the invoice does not meet the requirements of Subsection 109.08(c), or if any of the quantities or unit prices shown on the contractor's invoice exceed the corresponding quantities and unit prices shown on the Government's receiving report, the invoice will be deemed defective and the Contractor so notified according to FAR Clause 52.232-27(a)(2). Defective invoices will not be corrected by the Government and will be returned to the contractor within 7 days after the Government's designated billing office receives the invoice.

Revise and resubmit returned invoices by the 18th day following the closing date. The CO will evaluate the revised invoice. If the invoice still does not meet the requirements of Subsection 109.08(c), the contractor will be so notified according to FAR Clause 52.232-27(a)(2), and no progress payment will be made that month. Correct the deficiencies and resubmit the invoice the following month.

If the revised invoice meets the requirements of Subsection 109.08(c), but still has quantities or unit prices exceeding the corresponding quantities and unit prices shown on the Government's receiving report, the Government's data for that item of work will be used. The contractor's invoice, as revised by the Government's receiving report, will be forwarded for processing by the 23rd day following the closing date. The contractor will be notified by the 23rd day following the closing date of the reasons for any changes to the invoice.

(b) Invoices received between the 8th and 16th day following the closing date.

(1) Proper invoices. If the invoice meets the requirements of Subsection 109.08(c), and the quantities and unit prices shown on the Contractor's invoice agree with the corresponding quantities and unit prices shown on the CO's receiving report, the invoice will be deemed proper and forwarded for processing within 7 days of receipt.

(2) Defective invoices. If the invoice does not meet the requirements of Subsection 109.08(c), the invoice will be deemed defective, the Contractor so notified according to FAR Clause 52.232-27(a)(2), and no progress payment will be made that month. Correct the deficiencies and resubmit the invoice the following month.

If the invoice meets the requirements of Subsection 109.08(c), but has quantities or unit prices exceeding the corresponding quantities and unit prices shown on the Government's receiving report, the Government's data for that item of work will be used. The contractor's invoice, as revised by the Government's receiving report, will be forwarded for processing within 7 days after receiving the invoice. The contractor will be notified, within 7 days of the Government's receipt of the invoice, of the reasons for any changes to the invoice.

(2) Work performed during August

(a) Proper invoices. If the invoice meets the requirements of Subsection 109.08(c), and the quantities and unit prices shown on the Contractor's invoice agree with the corresponding quantities and unit prices shown on the CO's receiving report, the invoice will be deemed proper and forwarded for processing within 7 days of receipt.

(b) Defective invoices. If the invoice does not meet the requirements of Subsection 109.08(c), the invoice will be deemed defective, the Contractor so notified according to FAR Clause 52.232-27(a)(2), and no progress payment will be made that month. Correct the deficiencies and resubmit the invoice the following month.

If the invoice meets the requirements of Subsection 109.08(c), but has quantities or unit prices exceeding the corresponding quantities and unit prices shown on the Government's receiving report, the Government's data for that item of work will be used. The contractor's invoice, as revised by the Government's receiving report, will be forwarded for processing within 7 days after receiving the invoice. The contractor will be notified, within 7 days of the Government's receipt of the invoice, of the reasons for any changes to the invoice.

Delete the text of paragraph (f) and substitute the following:

(f) Partial payments. Invoices may include the following:

(1) Progress payments may include partial payment for material to be incorporated in the work, provided the material meets the requirements of the contract and is delivered on, or in the vicinity of, the project site or stored in acceptable storage places.

Partial payment for material does not constitute acceptance of such material for use in completing items of work. Partial payments will not be made for living or perishable material until incorporated into the project.

(2) Partial payment for preparatory work. Partial payment for preparatory work does not constitute acceptance of work.

Individual and cumulative partial payments for preparatory work and material will not exceed the lesser of:

- 80 percent of the contract bid price for the item; or
- 100 percent of amount supported by copies of invoices submitted.

The quantity paid will not exceed the corresponding quantity estimated in the contract.

Submit pay notes according to Section 153. Provide a cost breakdown of the bid item components and submit invoices or other documents supporting the partial payment.

The CO may adjust partial payments as necessary to protect the Government.

Section 151.—MOBILIZATION

Description

151.01 Delete the text of this Subsection and substitute the following:

This work consists of moving personnel, equipment, material, and incidentals to the project and performing all work necessary before beginning work at the project site. Mobilization includes the obtaining of permits, insurance, bonds, and pilot cars for over-width and/or over-length vehicles, equipments and loads.

Payment

151.03 Delete the text of this Subsection and substitute the following:

The accepted quantity, measured as provided in Subsection 109.02, will be paid at the task order price per unit of measurement for the Section 151 pay item shown in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.05.

Progress payments for mobilization lump sum will be paid as follows:

- (a) Bond premiums will be reimbursed according to FAR Clause 52.232-5 Payments Under Fixed-Price Construction Contracts, after receipt of the evidence of payment.
- (b) When 5 percent of the original task order amount is earned from other bid items, 50 percent of the mobilization item, or 5 percent of the original task order amount, whichever is less, will be paid.
- (c) When 10 percent of the original task order amount is earned from other bid items, 100 percent of the mobilization item, or 10 percent of the original task order amount, whichever is less, will be paid.
- (d) Any portion of the mobilization item in excess of 10 percent of the original task order amount will be paid after final acceptance.

Section 152.— CONSTRUCTION SURVEY AND STAKING

Construction Requirements

152.02 General. Delete the text of this Subsection and substitute the following:

At the preconstruction conference, submit a cost breakdown of the individual items included in the lump sum item for use in making progress payments.

(a) Survey schedule. Include staking activities in the construction schedule submitted according to Section 155. Include the dates and sequence of each staking activity.

(b) Government set reference lines and points. The Government has set horizontal and vertical control points for the project. The location and identity of each control point are shown on the plans.

Before beginning construction, notify the CO of any missing control points or stakes. The Government will reestablish control points and stakes missing before the beginning of construction.

(c) Government furnished information. The Government will furnish the following data relating to horizontal and vertical alignment and theoretical slope stake catch points, and other design data:

- (1) Computer listings containing horizontal alignment, and earthwork quantities;
- (2) Computer generated construction-staking notes showing theoretical slope stake catch points and reference points, and excavation and embankment slope ratios;
- (3) X, Y, Z coordinates (horizontal and vertical control points);
- (4) X, Y, Z coordinates (subgrade sawcut line and shoulders and top of base course sawcut line and shoulders); and
- (5) Plotted cross sections (earthwork).

Perform additional calculations for convenient use of Government-furnished data. Provide immediate notification of apparent errors in the initial staking or in the furnished data.

(d) Pre-survey meeting. Before surveying or staking, discuss and coordinate the following with the CO:

- (1) Surveying and staking methods;
- (2) Stake marking;
- (3) Grade control for courses of material;

- (4) Referencing;
- (5) Structure control; and
- (6) Any other procedures and controls necessary for the work.

Preserve all initial reference and control points. After beginning construction, replace all destroyed or disturbed initial reference or control points necessary to the work.

Prepare field notes in an approved format. Sample note formats are available as listed in Subsection 106.01. Furnish all survey notes at least weekly.

Survey and establish controls within the tolerances shown in Table 152-1. The construction survey and staking work may be spot-checked for accuracy, and unacceptable portions of work may be rejected. Resurvey rejected work, and correct work that is not within the tolerances specified in Table 152-1. Acceptance of the construction staking does not relieve the Contractor of responsibility for correcting errors discovered during the work and for bearing all additional costs associated with the error.

Start work only after staking for the affected work is accepted.

Compute and furnish calculations supporting pay quantities. Measure quantities within the tolerances shown in Table 152-2.

All field notes, pay notes, and supporting documentation become the property of the Government upon completion of the work.

Support roadway prism excavation quantities according to Subsection 204.16 (a)(1)(a). Adjust roadway prism excavation quantities for volume changes resulting from slope stake variations. See Subsection 152.03(c), slope stakes and references.

Remove and dispose of all flagging, lath, stakes, and other staking material after the project is complete. Remove visible portions of brushes if used to mark grade-finishing stakes.

152.03 Survey and Staking Requirements. Amend as follows:

(b) Roadway cross-sections. Add the following:

Do not take roadway cross-sections unless required for volume adjustments according to Subsection 204.16(a)(1)(a).

(l) Miscellaneous survey and staking. Add the following:

- (13)** Concrete panel replacement determination

Add the following:

(m) Asphalt paver reference line. Set adequate horizontal control points or reference lines for asphalt concrete paver as specified in Subsection 401.13.

Add the following to Table 152-1.

Table 152-1
Construction Survey and Staking Tolerances
(Continued)

Staking Phase	Horizontal	Vertical
Asphalt paver reference line	±2 inches	—

Measurement

152.05 Add the following Table 152-2:

Table 152-2
Measurement Tolerances

Pay Unit	Horizontal	Vertical
Acre	1.0 feet or 1:100 Whichever is greater	—
Cubic Yard	0.2 foot or 1:500 Whichever is greater	0.3 foot or 1:333 Whichever is greater
Linear Foot	0.2 foot or 1:500 Whichever is greater	—
Square Foot	0.1 feet or 1:1000 Whichever is greater	—
Station	1.0 feet or 1:1000 Whichever is greater	—

Payment

152.06 Delete the second paragraph and substitute the following:

Payment for lump sum items will be prorated based on the progress of the work under this Section.

Section 153.— CONTRACTOR QUALITY CONTROL

Delete the text of this Section and substitute the following:

Description

153.01 This work consists of obtaining samples for quality control testing, performing quality control tests, providing inspection, and exercising management control to ensure that work conforms to the contract requirements. See FAR Clause 52.246-12 Inspection of Construction.

Do not submit documentation or plans previously submitted and accepted under a separate task order unless there is a change of personnel or specific work features require an amendment to the accepted plan.

Construction Requirements

153.02 Quality Control Manager. Ensure the manager is onsite during all phases of work. Duties include coordinating and supervising the quality control system for all work including subcontractors and suppliers. The quality control manager is permitted to perform inspection duties. Allow sufficient authority to assure work is performed according to requirements, which includes stopping work that is not in compliance.

Furnish a manager with at least five years experience in highway or road construction, specifically in the areas of material testing, inspection, management, supervision, and quality control. Submit in writing the name, experience, and line of authority for acceptance. Identify an alternate for the manager to serve in the event of the manager's absence.

The superintendent or project manager may be designated as the quality control manager.

153.03 Quality Control Plans. Submit written quality control plans for the work features listed below. Allow 2 working days for acceptance or rejection before commencing the work:

(a) Development. Develop quality control plans for the following work features:

- Construction Survey and Staking (Section 152)
- Clearing and Grubbing (Section 201)
- Removal of Structures and Obstructions (Section 203)
- Excavation and Embankment, sloping, shaping, and finishing (Section 204)
- Aggregate Courses (Sections 308, 310)
- Asphalt Pavement (Sections 401, 404, 413)

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- Concrete Pavement (Sections 501, 502)
- Drainage Structures (Section 602)
- Temporary Traffic Control (Sections 156, 635, 636)

Include the following in the plan for selected work features as a supplement to the sampling and testing requirements located at the end of each Section:

- A brief narrative of how the work will be accomplished describing methods, crews and equipment;
- Processes to ensure the completed work conforms to contract requirements; including preliminary quality control activities, startup quality control activities, and inspection and testing activities for production work;
- Inspection and testing frequencies to ensure that processes remain valid and work is being performed according to the established processes; and
- Actions to be taken if inspection or testing reveals the work is not meeting contract requirements.

Defer submission of a quality control plan for work not immediately scheduled to begin when approved by the CO. The CO may request plans for other items or components of work, not specifically included in the initial list, if they are later determined to be of a critical nature or performance indicates that methods of operation are not achieving the contract quality requirements.

Modifications or additions to the plan may be required to meet quality requirements. Supplement the plan as work progresses and whenever there are changes in procedures or personnel. Include work accomplished by subcontractors and suppliers, both on and off-site. Do not duplicate those plans required by other contract provisions.

For developing quality control plans, “*Quality Control Plan Checklist*” (Form WFLHD 471C) may be used. An electronic version is available at:

<http://www.wfl.fha.dot.gov/other/it/forms/wflhd471c.xls>.

153.04 Records. Submit a completed “*Notification of Completion of Work*” (Form WFLHD 470) when work is ready for inspection by the Government according to Subsection 153.06. An electronic version of WFLHD 470 is available at:

<http://www.wfl.fha.dot.gov/other/it/forms/wflhd470.pdf>

153.05 Quality Control Sampling and Testing. Provide sampling and testing as listed at the end of each Section and defined in the quality control plan.

Testing of trial samples may be required to demonstrate testing competence.

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Sample and split samples according to AASHTO or other acceptable procedures. Allow the CO the opportunity to witness all sampling. Immediately perform splits when required. Deliver the Government's portion of the sample or split sample in an acceptable container suitable for shipment. Label all samples with the following information:

- Project number;
- Source of material;
- Pay item number;
- Sample number;
- Date sampled;
- Time sampled;
- Location sample taken;
- Name of person sampling;
- Name of person witnessing sampling; and
- Type of test required on sample.

Provide the following documentation:

(a) Quality Control Test Results. Report test results on forms containing all sample information required by Subsection 153.05. Attach work sheets used to determine test values to the test result forms when submitted.

(b) Control Charts. Maintain linear control charts that identify the project number, contract item number, test number, each test parameter, the upper and/or lower specification limit applicable to each test parameter, and test results. Use the control charts to document the variability of the process, identify production and equipment problems, and identify potential pay factor adjustments. Make corrections to the process when problems are evident. Post charts on site at the Contractor's project testing lab or other location.

153.06 Government Quality Assurance Inspection. Submit a "*Notification of Completion of Work*" (Form WFLHD 470) when the following work is ready for inspection:

(a) Allow 1 working day for the following work to be inspected.

(1) Survey and staking (field stakes and notes). Provide survey notes for the following:

- (a) Control points – before disturbing original control points;
- (b) Slope stakes – before starting excavation;
- (c) Walls – before starting work; and
- (d) Culverts and inlets – before starting excavation.

(2) Construction work.

- (a) Subgrade – before placing pavement structure;
- (b) Any layer of pavement structure requiring hubs – before placing next layer; and
- (c) Structural excavation – before backfilling.
- (d) Temporary soil nail wall- before beginning MSE wall construction.

153.07 Acceptance. Contractor quality control will be evaluated under Subsections 106.02 and 106.04 based on the demonstrated ability of Contractor's quality control system to ensure work meets the contract requirements.

If the Government's testing and inspection (quality assurance) indicate that the Contractor's quality control system is ineffective or the plans are not being followed; make immediate improvements to correct inadequacies. Furnish notification in writing of improvements and modifications to the system.

A maximum of 10 percent of the total progress payment amount will be retained and affected project work may be stopped if a quality control plan is not accepted, the plan is not being followed, or work does not meet contract requirements.

Measurement

153.08 Measure the Section 153 items listed in the bid schedule according to Subsection 109.02.

Payment

153.09 The accepted quantities, measured as provided in Subsection 109.02 and above, will be paid at the contract price per unit of measurement for the Section 153 pay items listed in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.05.

Payment for the lump sum item will be prorated based on the total work completed for this Section.

Section 154.— CONTRACTOR SAMPLING AND TESTING

Construction Requirements

154.02 Sampling. Amend as follows:

Add the following to the first paragraph:

When samples are required at the Vancouver Laboratory, send to

Material Section
Western Federal Lands Highway Division
610 East Fifth Street
Vancouver, Washington 98661

If samples are sent other than normal delivery vendors, call 360.619.7747 or 360.619.7592 before delivery. Deliveries will be accepted from 7 a.m. to 2:30 p.m. PT (Monday - Friday).

Access to the government complex is controlled, check-in is required at the main building entrance located on East Fifth Street. Directions will be given for delivery of samples.

Add the following to the second paragraph:

Provide the required cylinder molds.

Add the following:

The sampling frequencies and reporting times are listed in the individual sections ordering the work.

Payment

154.07 Delete the text of the fifth paragraph and substitute the following:

Payment for all or part of this item may be retained, if Government verification testing invalidates the Contractor testing or the CO determines that documentation of sampling and testing is not adequate.

Section 155.— SCHEDULES FOR CONSTRUCTION CONTRACTS

Delete this Section and substitute the following:

Description

155.01 This work consists of scheduling and monitoring all construction activities. Follow the requirements of FAR Clause 52.236-15, Schedules for Construction Contracts.

Construction Requirements

155.02 General. Prepare a construction schedule according to Subsection 155.03. Submit 3 paper copies and one electronic copy of the initial construction schedule within 7 days after Contract Award. In case of discrepancy, the paper version will govern over the electronic version of the schedule.

Show completion of work within the contract time.

Allow 2 days for approval or rejection of the schedule. If rejected, submit a revised schedule within 2 days. Do not begin work, except mobilization, without an accepted construction schedule.

Use the approved initial construction schedule as the baseline for the first construction schedule update.

A maximum of 10 percent of the total progress payment amount will be retained if an acceptable schedule is not received within 5 days after the Notice to Proceed is issued.

155.03 Construction Schedule. A construction schedule is a Critical Path Method (CPM) schedule and a written narrative. Include the following:

(a) A CPM schedule including the following:

- (1) A title page or header block with the contract number, task order number, project number, project name, Contractor name, current fixed completion date, date of submittal, and submittal number;
- (2) Show activity descriptions. Define and code activities to the contract pay items. Include activities for submittals, submittal reviews, fabrication, and deliveries. Do not include activities for continuous, non-critical items such as flagging, traffic control, QA/QC, etc;

- (3)** Show activity durations. Break activities into subtasks such that no activity duration exceeds 30 calendar days. Break longer activities into two or more activities distinguished by location or some other description;
- (4)** Show early start and finish dates;
- (5)** Show late start and finish dates;
- (6)** Show total float and free float;
- (7)** Show predecessors;
- (8)** Use a time scale to graphically show the work scheduled for performance;
- (9)** Show the sequence and interdependence of all activities; and
- (10)** Identify the critical path.

Float is a shared commodity and is not for the exclusive use of the contractor or the Government. Either party has the full use of float until it is depleted.

(b) A written narrative stating the basis and assumptions underlying the schedule including:

- (1)** Describe work to be done within each activity including the type and quantity of equipment, labor, and materials to be used;
- (2)** Describe planned production rates by pay item quantities (e.g. cubic yards of roadway excavation per day);
- (3)** Describe the number of work days per week, holidays, number of shifts per day, and number of hours per shift. Include all calendars used in the schedule module.
- (4)** Estimate periods during which an activity is idle or partially idle. Include beginning and end dates;
- (5)** Describe expected and critical delivery dates for equipment or material that can affect timely completion of the project; and
- (6)** Identify the Vendor, Supplier, or Subcontractor to perform an activity. State assumptions made in scheduling their work.

155.04 Schedule Updates. Review the construction schedule to verify or adjust; start dates of activities underway and finish dates of completed activities; remaining duration of uncompleted activities; planned start and finish dates and durations; and proposed logic. Inform the CO of all changes.

Submit three copies of an updated construction schedule for acceptance when:

- (a) A delay occurs in the completion of a critical (major) activity;
- (b) A delay occurs which causes a change in a critical activity;
- (c) The actual prosecution of the work is different from that represented on the current construction schedule;
- (d) There is an addition, deletion, or revision of activities caused by a contract modification; or;
- (e) There is a change in the schedule logic.

Show completion of work within the contract time.

Allow 2 days for approval or rejection of the schedule. If rejected, submit a revised schedule within 2 days.

Use the approved initial or previous construction schedule as the baseline for the current construction schedule update.

A maximum of 10 percent of the total progress payment amount will be retained if an acceptable schedule is not received within 3 days of one of the events listed above.

155.05 Records. Submit a list of all records and documents that track progression of work. Indicate who will be responsible for maintaining the records and where the records will be located.

Provide the following documents:

- (a) **Notification of Completion of Work.** Submit a completed WFLHD 470 *Notification of Completion of Work* when work is ready for inspection by the Government according to Subsection 153.06.
- (b) **Construction Operations Report.** For each day of work, submit a completed “*Contractor’s Daily Record of Construction Operations*” (Form WFLHD 465) or an approved alternate form within one day of the work being performed.

“I certify that the information contained in this record is accurate, and that all work documented herein complies with the requirements of the contract. Any exceptions to this certification are documented as a part of this record.”

For an electronic version of the form go to:

<http://www.wfl.fha.dot.gov/other/it/forms/wflhd465A.pdf>

155.06 Acceptance. Construction schedules, records, and documents will be evaluated under Subsection 106.02.

Measurement

155.07 Measure the Section 155 items listed in the bid schedule according to Subsection 109.02.

Payment

155.08 The accepted quantities will be paid at the contract price per unit of measurement for the Section 155 pay item listed in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.05.

Progress payments for construction schedule will be paid as follows:

- (a) 25 percent of the item amount, not to exceed 0.5 percent of the original contract amount, will be paid after the construction schedule is accepted.
- (b) Payment of the remaining portion of the lump sum will be prorated based on the total work completed.

Section 156.— PUBLIC TRAFFIC

Construction Requirements

156.03 Accommodating Traffic During Work. Amend as follows:

Delete the first paragraph and substitute the following:

Accommodate traffic according to the contract traffic control plan, MUTCD, Section 635, this Section, and the separate traffic control task order. The Contractor may submit an alternate traffic control proposal. Submit alternate traffic control proposals according to Subsection 104.03 for acceptance at least 15 days before intended use.

Add the following:

Accommodate public traffic as follows:

- (a) Allow emergency traffic and Glacier National Park snow plowing equipment through the project without delay at all times.
- (b) Provide a safe corridor for pedestrian traffic to the comfort station at all times during construction at the West Entrance Station area (26+00 to 29+00), or provide temporary portable, ADA accessible toilets at a location approved by the CO.
- (c) Adjust operations to allow traffic through the project site, and to meet the construction-caused traffic delays listed below:
 - (1) 6 A.M.- 10 P.M.: No construction-caused delays are allowed.
 - (2) 10 P.M.- 6 A.M.: Maximum 30 minutes of construction-caused delays are allowed.
- (d) Notify the CO in writing, two weeks before nighttime traffic delays. Do not set-up traffic control or perform work associated with nighttime traffic delays until approved by the CO. Coordinate with the CO to determine closure locations that will provide adequate vehicle turn-around space before nighttime delays.

156.04 Maintaining Roadways During Work. Amend as follows:

Delete the text of paragraph (c) and substitute the following:

- (c) Snow removal to facilitate the work is the Contractor's responsibility. Before snow removal activity, submit a snow removal plan for approval by the CO. Snow removal to provide public access is the responsibility of the Park and will be performed at the Park's discretion.

Add the following:

- (g) The Park will provide snow removal as follows:

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(1) Within the project limits, snow will be plowed as part of the Park's normal snow removal operations, providing one or more of the following conditions apply:

(a) The existing surfacing has not been removed.

(b) At least 2 inches of hot asphalt concrete pavement have been placed.

(2) Outside the project limits, snow will be plowed according to the normal road opening priority schedule. There are no fixed opening dates due to variable snow conditions.

156.06 Limitations on Construction Operations. Delete the text of this Subsection and substitute the following:

When the roadway is open to public traffic, restrict operations as follows:

(a) Operate equipment in the direction of traffic, where practical.

(b) For shoulder drop-offs in excess of 2 inches, provide "*Low Shoulder*" warning signs. For shoulder drop-offs in excess of 4 inches, provide a 1V: 3H fillet with "*Low Shoulder*" warning signs. Complete the construction of shoulders adjacent to traffic lanes to the same elevation within 7 days.

(c) Provide a minimum lane width of 10 feet. Use barricades, drums, or other acceptable devices to delineate traffic lanes through areas where the edge of pavement or intended path has been obliterated by construction operations.

(d) Confine staging, parking of equipment and vehicles, and storing of material to the locations identified in Subsection 105.04.

(e) Where switching traffic to a completed lane, provide adequate personnel and equipment to set or relocate traffic control devices.

(f) Do not perform construction operations during the following times:

(1) Between 6 P.M. Friday and 6 A.M. the following Tuesday of the Fourth of July and Labor Day weekends.

(g) Provide radios for all personnel that are compatible with Park radio frequencies. Citizen band radios are not acceptable. Coordinate with the CO to exchange radio frequencies.

The Traffic and Safety Supervisor will monitor and transmit emergency information on a Park radio frequency and will be required to attend a Park training session on radio use. Coordinate with the CO to make training arrangements and to ensure that the radios are compatible with Park radio frequencies prior to beginning work.

156.07 Nighttime Operation. Amend as follows:

Delete the first paragraph of the Subsection.

Add the following:

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Perform construction operations in accordance with Subsections 107.10 and this Section.

156.08 Traffic and Safety Supervisor. Amend as follows:

Delete the text in paragraph (f) and substitute the following:

(f) Coordinate and ensure that all traffic control devices are furnished, installed, maintained, removed, stored, replaced, relocated and cleaned according to Subsection 635.03(a) through (i).

Add the following:

(i) Inspect traffic control devices, including those in staging, storage, material sources, and disposal areas, as follows:

(1) Daily during daylight hours when daylight work is being performed;

(2) Daily during hours of darkness when nighttime work is being performed;

(3) Weekly during daylight hours and hours of darkness when work is suspended for periods of more than one week and weekly during the hours of darkness when only daylight work is being performed;

(4) Additional inspections, day or night, as directed by the CO; and

(5) Provide reports of inspections to the CO in an acceptable format within 2 days.

(j) Handle portable construction signs, barricades, drums, cones, and tubular markers as follows:

(1) Temporary set up and removal.

(2) Relocate on the project according to the traffic control plan.

(3) Relocate to and from temporary storage sites on the project.

(4) Clean and replace construction signs or other traffic control devices on the project which are damaged by a third party.

(k) Clean construction signs and other traffic control devices when they become illegible because of weather or other conditions. Furnish all vehicles and incidentals necessary to handle and transport the portable construction signs, barricades, drums, cones, and tubular markers and other traffic control devices.

(l) Ensure the temporary traffic signal systems in good working order. Immediately repair or replace deficiency parts of the system. Provide temporary flagging assistance.

- (m) Monitor and transmit emergency information on a Park radio frequency according to this Section.
- (n) Keep daily reports of traffic delay times and provide them to the CO.

Section 201.— CLEARING AND GRUBBING

Description

201.01 Add the following:

This work also consists of the following:

- Removing of trees 6-inches and larger

Perform felling, bucking, and decking of timber according to accepted logging practices with a minimum of breakage, damage, and waste. Delimb and saw the timber into log lengths as directed by CO. CO will determine and approve salvageable trees,

Construction Requirements

201.06 Disposal. Delete the first sentence of this Subsection and substitute the following:

Delimbed and sawn trees will be delivered, as directed by the CO, to the Camas Road Burn Pit. This site is approximately 10 miles from the West Entrance Station.

Payment

201.09 Add the following:

Payment for the removal of trees 6-inches and larger will be paid at the contract price per unit of measurement for the Section 201 pay items listed in the bid schedule.

Section 203.— REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Description

203.01 Add the following:

This work also consists of the following:

- Removing and salvaging signs
- Removing existing pavements
- Removing and stockpiling boulders
- Removing lightpole

Construction Requirements

203.03 Salvaging Material. Add the following:

Maintain regulatory, informational, and warning signs in place until removal is necessary for construction.

The boulders to removed from the West Entrance Station and stockpiled at the storage facility near the mule barn (approximately 1 mile from the West Entrance Station).

203.05 Disposing of Material. Amend as follows:

Delete paragraph (a) and substitute the following:

- (a) Legally dispose of pipe culvert, concrete, asphalt pavement not reused, wood structures, and other unsuitable material outside of the Park boundaries.

Delete paragraphs (b) and (c).

Section 204.—EXCAVATION AND EMBANKMENT

Description

204.02 Definitions. Delete the text of paragraph (c) and substitute the following:

(c) **Conserved topsoil.** Excavated material conserved from the excavation areas that is free from hard soil, rock, clay, toxic substances, litter, or other deleterious material, and is suitable for growth of grass, cover crops, or native vegetation. Topsoil refers to the uppermost soil horizon, usually 2 to 6 inches deep, which includes organic duff and other materials capable of supporting vegetation. Rocks that are less than 4 inches and branches less than 3 inches in diameter may be left in the topsoil.

Construction Requirements

204.05 Conserve Topsoil. Delete the text of this Subsection and substitute the following:

Completely remove topsoil before beginning excavation. Remove the topsoil in one pass if possible. Use equipment capable of excavating small isolated pockets of topsoil. Conserve topsoil from approximately 6-8 feet off edge of pavement to edge of disturbance as, directed by the CO, for the length of the project. Do not handle topsoil in a wet or frozen condition.

Manually rake topsoil in areas where topsoil cannot be removed mechanically. Do not mix topsoil with subsoil. Break down shrubs and trees that are less than three feet in height, including roots, to a maximum diameter or length of 4 inches. Incorporate this material into conserved topsoil. Do not compact or drive upon topsoil during removal.

Stockpile conserved topsoil in rows no higher than 3 feet, and at locations described in Subsection 105.04. Place conserved topsoil according to Section 624.

204.06 Roadway Excavation. Amend as follows:

(a) **General.** Delete the text of the second paragraph and substitute the following:

Excavate material suitable for backfill or other purposes in a sequence that permits the placement of the excavation directly into its final position or in stockpiles for subsequent placing.

Shape to drain and compact the work area to a uniform cross-section at the end of each day's operations. Eliminate all ruts and low spots that could hold water.

204.10 Embankment Construction. (b) Embankment within the roadway prism. Add the following:

Construct the top 12 inches of the embankment with topping.

204.14 Disposal of Unsuitable or Excess Material. Delete the text of the first paragraph and substitute the following:

Unsuitable or excess material may be disposed of outside the Park and shall comply with Subsections 107.10, 107.11 (c), and all applicable local, State, and Federal laws.

Measurement

204.16 Amend as follows:

Add the following to paragraph (a)(1)(a) Roadway prism excavation:

Use the volume shown in the plan column on the summary of quantities sheet of the plans. The volume is subject to adjustments resulting from changes to slope stakes. See Subsection 152.03(c), Slope stakes and references.

Add the following to paragraph (b):

Measure scarified asphalt materials incorporated into select borrow as select borrow.

Payment

204.17 Add the following:

Waste material will not be measured and paid for separately, but will be included in the bid item of Roadway Excavation.

Section 209.— STRUCTURE EXCAVATION AND BACKFILL

Description

209.01 Add the following:

This work also consists of conserving topsoil within the construction limits as defined under Subsection 204.02.

Construction Requirements

209.03 Add the following:

Conserve topsoil according to Subsection 204.05.

Measurement and Payment

209.13 Delete the fourth paragraph and substitute the following:

Foundation fill ordered by the CO would be measured, paid for according to the method of measurement, and agreed price established in the Contract Modification authorizing the work.

Add the following to the Table 209-1:

Table 209-1
Sampling and Testing Requirements

Material or Product	Type of Acceptance (Subsection)	Characteristic	Test Methods Specifications	Sampling Frequency	Point of Sampling	Split Sample	Reporting Time
Excavation	Measured and tested for conformance (106.04)	Elevation and dimensions specified	Field measured Tolerance: 1:2500 Horizontal (No greater than 0.05') & 0.05' Vertical from reference stakes	Each foundation	Installation	—	Prior to beginning next phase of related work

Special Contract Requirements

Project: MT PRA GLAC 10(27), Rehabilitate West Entrance Station

Section 251.—RIPRAP

Construction Requirements

251.04 Placed Riprap. Delete the second paragraph of this Subsection and substitute the following:

Place riprap on a prepared surface to form a well-graded mass.

Utilize riprap that is similar in character to native and surrounding material. Place riprap to its full thickness in one operation to avoid displacing the underlying material. Do not place riprap material by methods that cause segregation or damage to the prepared surface. Place or arrange individual stones by mechanical or hand methods to obtain a blanket with a random appearing surface.

251.07 Acceptance. Add the following:

Rock for boulders will be evaluated under Subsection 106.02.

Delete Table 251-1 and substitute the following:

**Table 251-1
Sampling and Testing Requirements**

Material or Product	Type of Acceptance (Subsection)	Characteristic	Category	Test Methods Specifications	Sampling Frequency	Point of Sampling	Split Sample	Reporting Time
Riprap (705.02)	Measured and tested for conformance (106.04)	Apparent specific gravity & absorption	—	AASHTO T 85	1 per material type	Source of material	Yes	Before using in work
		Coarse durability index	—	AASHTO T 210	“	“	“	“

Section 403. — HOT ASPHALT CONCRETE PAVEMENT

Delete Table 403-1 and substitute the following:

Table 403-1
Sampling, Testing and Acceptance Requirements

Material or Product	Type of Acceptance (Subsection)	Characteristic	Category	Test Methods Specifications	Sampling Frequency	Point of Sampling	Split Sample	Reporting Time
Hot asphalt concrete pavement	Measured and tested for conformance (106.04)	Job-mix formula verification	—	Subsection 403.03	1 per aggregate stockpile	Flowing aggregate stream (bin or belt discharge) or off of conveyor	—	21 days before approval of job-mix formula
		Gradation	—	AASHTO T 30	1 per 700 tons	Behind paver before compacting	Yes, when requested	24 hours
		Asphalt content	—	AASHTO T 308 & T 329	“	“	“	“
		Compaction	—	ASTM D 2950 or other approved procedures	“	Completed roadway after rolling	“	“
		Smoothness	—	Subsection 403.16	—	—	—	—
Asphalt binder		Quality	—	Subsection 702.01	1 per 130 tons of liquid	Line between storage tank & asphalt plant	2 - 1-quart samples	Tested by Government

Section 501.— RIGID PAVEMENT

Construction Requirements

501.05A Sampling. (Added Subsection.)

Take samples according to AASHTO T 141 from specified loads. Composite samples are not required. Provide cylinder molds. Make at least 4 cylinders for compressive strength tests. Label each concrete cylinder mold with the project name, project number, the cylinder number, date molded, and location of the sample. Mark one cylinder “7 day test”, one cylinder “14 day test”, and two cylinders “28 day test”. Labeling on the lid only is not allowed. Use a permanent ink or paint marker to ensure that the label remains legible throughout the curing period.

After initial curing, furnish and maintain a suitable environment to cure cylinders according to WFLHD T 23-94. Provide suitable containers to protect and continue the curing of cylinders while transporting. Deliver cylinders to the Vancouver Laboratory according to Subsection 154.02. Cylinders will be tested at 7, 14, and 28 days from the date molded. Ensure cylinders arrive at the Vancouver Laboratory at least 1 day before the designated test date.

Special Contract Requirements

Project: MT PRA GLAC 10(27), Rehabilitate West Entrance Station

Delete Table 501-3 and substitute the following:

Table 501-3
Sampling and Testing Requirements

Material or Product	Type of Acceptance (Subsection)	Characteristic	Category	Test Methods Specifications	Sampling Frequency	Point of Sampling	Split Sample	Reporting Time
Aggregate source quality (703.02)	Measured and tested for conformance (106.04 & 105)	Quality	—	AASHTO M 80	1 per material type	Source of material	Yes	Before producing
Concrete composition (mix design)	Measured and tested for conformance (106.04 & 105)	All	—	Subsection 552.03	1 per mix design	Source of material	Yes	Before producing
Produced aggregate (fine & coarse)	Measured and tested for conformance (106.04)	Gradation	—	AASHTO T 27 & T 11	1 per day	Flowing aggregate stream (bin, belt, discharge conveyor belt, or stockpile)	Yes, when requested	Before batching
		Fineness modulus	—	AASHTO T 27	—	“	“	“
		Moisture test	—	AASHTO T 225	—	“	“	“

Special Contract Requirements

Project: MT PRA GLAC 10(27), Rehabilitate West Entrance Station

Table 501-3 (continued)
Sampling and Testing Requirements

Material or Product	Type of Acceptance (Subsection)	Characteristic	Category	Test Methods Specifications	Sampling Frequency	Point of Sampling	Split Sample	Reporting Time
Structural concrete (552.09(b)(3))	Measured and tested for conformance (106.04)	Unit mass	—	AASHTO T 121	1 per load	Point of discharge	—	Upon completing tests
		Air content	—	AASHTO T 152 or AASHTO T 196	“	“	—	“
		Slump	—	AASHTO T 119	“	“	—	“
		Temperature	—	Field measured	“	“	—	“
Rigid pavement	Statistical (106.05) for conformance Statistical (106.05)	Compressive strength ⁽¹⁾	II	WFLHD T 23-94 ⁽²⁾ & AASHTO T 22	1 set per 25 m ³ but not less than 1 per day	Discharge stream at point of placing	See Subsection 501.05A	—
		Type A	I	See Subsection	See Subsection	See Subsection	—	Upon completing paving
		smoothness	—	501.12	501.12	501.12	—	“
		smoothness Pavement thickness ⁽³⁾	II	501.12 AASHTO T 24	501.12 1 core per 2000m ²	Subsection 501.12 In place after sufficient hardening	—	72 hours

(1) A single compressive strength test result is the average result from 2 cylinders cast from the same load and tested at 28 days.

(2) See FLH Field Materials Manual, Appendix B.

(3) Thickness is not a statistically evaluated parameter unless concrete pavement payment is by the square yard.

Section 601.— MINOR CONCRETE STRUCTURES**Construction Requirements****601.03 Concrete Composition.** Delete (i) and substitute the following:

(i) Add a coloring agent to provide integrally colored concrete for Pay Items 61503-2000 (median, exposed aggregate colored concrete). Add enough agent to the exposed aggregate colored concrete median mix to match the existing exposed aggregate colored concrete of the kiosk and Central building islands.

Prepare five square textured test panels with each panel being 1 square foot. Determine coloring agent batch amounts by weight. The maximum amount of coloring agent is not to exceed 10 percent of the weight of the cement. Use coarse and fine aggregates and cement as delivered on the project at the job mix rates with variable quantities of coloring agent as directed by the CO. Provide additional mixing time as recommended by the manufacturer. Finish the test panels with the same characteristics as the final product and according to Subsection 552.16.

After the test panels have had at least two weeks exposure to sun, the CO will select a test panel to serve as a guide for the colored concrete. Use the same rate of coloring agent used in the selected panel on all relative subsequent work. Include the approved amount of coloring agent in the concrete mix design submittal.

Use an approved form release agent, which will produce a minimum of staining, air holes, and hydration discoloration.

601.07 Acceptance. Amend as follows:

Delete the text of this Subsection and substitute the following:

Material for minor concrete structures will be evaluated under Subsections 106.02 and 106.03.

Excavation and backfill will be evaluated under Section 209.

Construction of minor concrete structures will be evaluated under Subsections 106.02 and 106.04.

Delete Table 601-2 Sampling and Testing Requirements.

Section 602.— CULVERTS AND DRAINS

Construction Requirements

602.06 Laying Plastic Pipe. Delete the second paragraph and substitute the following:

Provide soil-tight bell and spigot joints for plastic pipe culverts.

**Section 605.— UNDERDRAINS, SHEET DRAINS,
AND PAVEMENT EDGE DRAINS**

Description

605.01 Add the following:

This work also consists of furnishing and installing underdrain systems using pipe, granular backfill, and geotextile.

Section 609.—CURB AND GUTTER

Construction Requirements

609.04 Stone and Precast Concrete Curb. Delete this Subsection and substitute the following:

Clean the curb material thoroughly and wet it just before setting. Set the curb in bed course so the face and top lines are to line and grade and according to the plans. Do not place adjacent stones of the same length next to each other.

Section 615.— SIDEWALKS, DRIVE PADS, AND PAVED MEDIANS

Description

615.01 Add the following:

This work also consists of constructing the red light/green light footing within the concrete median as detailed in the plans.

Construction Requirements

615.04 Concrete Sidewalks, Drive Pads, and Medians. Amend as follows:

(a) Joints. Delete the text of this Subsection and substitute the following:

(1) Isolation joints. Construct at intervals not exceeding 20 feet. Use 3/4-inch thick preformed expansion joint filler for the full depth of the joints. Use joint sealant conforming to Subsection 712.01(a)(5) when joints are to be sealed.

(2) Construction joints. Add the following:

Use joint sealant conforming to Subsection 712.01(a)(5) when joints are to be sealed.

Section 624.— TOPSOIL

Construction Requirements

624.04 Placing Topsoil. Add the following:

Utilize all conserved topsoil. If imported topsoil is required, blend imported topsoil with conserved topsoil at a 2:1 ratio (maximum 2 imported to 1 conserved) prior to placing.

Section 633.— PERMANENT TRAFFIC CONTROL

Description

633.01 Add the following:

This work also includes installing government furnished signs, and furnishing and installing snow pole holders.

Materials

633.02 Add the following to the materials list:

Paint for steel structures	708.04
Paint for timber structures	708.02
Snowpole holders	717.06

Construction Requirements

633.04 **Supports.** Add the following:

Provide posts for sign installations conforming to the size and dimensions shown on the plans. Fabricate signposts from steel or wood as indicated in the plans. Apply two coats of paint to all exposed surfaces of posts and hardware according to Subsections 708.02 and 708.04.

633.05 **Panels.** Delete the text of the first paragraph and substitute the following:

Fabricate sign panels from aluminum. Use the following type of retro-reflective sheeting for the following signs:

- (a) Use Type III for all signs.

For permanent sign panels, use type L-1 letters, numerals, arrows, symbols, and borders. Cut panels to size and shape and drill or punch all holes. Make panels flat and free of buckles, warps, dents, cockles, burrs, and other defects.

Paint the backside of all sign panels. Paint with a prime coat and a finish coat according to Subsection 708.04. Perform work according to section 563.

633.06A **Snowpole Holder.** (Added Subsection.)

Construct and place snowpole holders as shown in the plans or at locations determined by the CO. Provide two caps for each snowpole holder.

633.08 Acceptance. Add the following:

Snowpole holders will be evaluated under Subsections 106.02 and 106.03.

Measurement

633.09 Add the following:

(d) When a sign system is measured by the square yard, measure the nominal dimensions of all sign panels.

Do not measure posts, steel sleeves, sleeve caps, concrete, and bed course for government furnished signs.

Do not measure steel sleeves, sleeve caps, concrete, and bed course for snowpole holders.

Section 635.— TEMPORARY TRAFFIC CONTROL

Description

635.01 Add the following:

This work also includes providing the services of a Traffic and Safety Supervisor.

Construction Requirements

635.08A Traffic and Safety Supervisor. (Added Subsection.)

Perform services described in Subsection 156.08. Provide all vehicles and incidentals necessary to perform the work.

635.13 Temporary Pavement Markings and Delineation. Amend as follows:

Add the following after the first paragraph:

Provide temporary pavement markings or delineation according to Section 156, the MUTCD, and project plans. Apply temporary pavement markings (centerline) to the same dimensions and spacing as shown in the plans for permanent pavement markings, including all passing zones. Temporary pavement markings may be allowed to remain in place for more than 14 days when approved by the CO.

Delete the text of paragraph (a) and substitute the following:

(a) Preformed retroreflective tape. Apply according to the manufacturer's instructions. Remove all loose temporary preformed retroreflective tape before placing additional pavement layers.

Install retroreflective tape to the dimensions shown in the plans for permanent pavement markings, including all passing zones. Tape may not be placed at reduced spacings.

635.13A Temporary Signs and Vehicle Positioning Guides. (Added Subsection.)

Temporary signs and vehicle positioning guides may be substituted for temporary pavement markings for up to 3 calendar days. Install “NO CENTER STRIPE” (W8-12), “NO PASSING ZONE” (W14-3), “DO NOT PASS” (R4-1) and “PASS WITH CARE” (R4-2) signs according to the MUTCD. Include the description and location of each sign in an alternate traffic control proposal according to Subsection 156.03. Install vehicle positioning guides (temporary raised pavement markers) spaced 40 feet apart for temporary centerline delineation.

635.17 Pavement Patch. Add the following:

Remove all cold asphalt mix from patches less than two years old as directed by the CO and replace with hot asphalt mix before placing hot asphalt on succeeding lifts.

Measurement**635.26** Amend as follows:

Delete the sixth paragraph and substitute the following:

Measure flaggers, for each hour a person is actually flagging. Round portions of an hour up to the half hour. Measure time in excess of 40 hours per week at the same rate as the first 40 hours.

Do not measure flaggers when this item is required due to failure of traffic control items within the Contractor’s control.

Add the following:

Do not measure flagging performed by the Traffic and Safety Supervisor.

Measure Traffic and Safety Supervisor by the day (24-hour day beginning and ending at midnight) for the work described in Subsection 156.08.

A day will be measured when:

- Construction operations require a Traffic Supervisor during the normal working days;
- The Traffic Control Supervisor makes normal checks during nonwork hours; or
- The Traffic Control Supervisor is called out during nonwork hours.

Payment

635.27 Amend as follows:

Add the following:

Progress payment for temporary pavement markings will be made upon installation, except that when the pay item includes subsequent removal of the markings, up to 25 percent of the unit bid price may be withheld until the removal is completed.

Payment for temporary traffic control items accomplished in accordance with this task order will be made under a separate temporary traffic control task order for the following items:

- 63502-1300 Flagger Fix hour rate

No additional quantities for Traffic and Safety Supervisor (TSS) services will be provided under this task order or the temporary traffic control task order, as the contract duration overlaps current IDIQ task order durations with adequate TSS quantity.

Section 636.— SIGNAL, LIGHTING, AND ELECTRICAL SYSTEMS

Description

636.01 Add the following:

This work also includes furnishing and installing, relocating and resetting lightpole with disconnect switch equipment, and providing temporary power as shown in the plans.

This work also consists of furnishing and placing conduit, cables, vaults, associated splices and terminations, couplings, elbows, bends, nipples, fittings and associated hardware for electrical, telephone, and communications utilities.

Material

636.02 Add the following to the materials list:

Polyvinyl chloride (PVC) pipe and fittings

721.01

Construction Requirements

636.04 **General.** Amend as follows:

Delete the fourth paragraph and substitute the following:

Remove structures and obstructions according to Section 203. Salvage all material acceptable for reuse in the work. Perform excavation and backfill work under Section 209, and according to the following:

Excavate trench to be free of debris. Remove by hand sharp embedded rocks and loose stones over 0.5 inches in the longest dimension, or over-excavate the trench and replace the over-excavation with bedding material to provide 2 inches of cover over rocks and stones. Grade evenly the bottom of the trench.

Hand place the backfill to the top of the conduit per the plans. Prior to backfilling, place a detectable locator strip along the length of the conduit. Coordinate with the appropriate utility contact, as specified in Section 107, to obtain detectable locator strips.

Add the following:

When relocating the luminaire (with disconnect switch), the work will include: relocating the existing lightpole and disconnect switch and providing temporary power during the relocation process, and any necessary materials and installation procedures to provide service from the disconnect switch in its new location.

636.05 Conduit. Add the following:

Provide minimum separation from other utilities as follows or as shown in the plans: 12 inches from fire hydrants and storm drains and 6 inches from watermain. Where it is necessary to cross a conduit over a sewer line, construct the conduit a minimum vertical distance of 18 inches above the sewer line.

Inspect each joint or fixture and clean the interior of the conduit before placing in the trench. Prevent the entrance of dirt, water, rodents, or other contaminants into the conduit during installation. Center and push each joint completely home, and fasten the joint according to manufacturer's recommendations.

Check the conduit for obstructions within 5 days of installation and after trench is backfilled, whichever is later, by pulling a non-flexible wood mandrel through the conduit. If an obstruction is found in the conduit, then replace that section. See Table 636-1 for mandrel sizes.

Clean the conduit by drawing a brush, with stiff bristles and a swab, or a flexible cutting mandrel, through the conduit to insure that no foreign materials are left in the conduit. Checking the conduit for obstructions, cleaning the conduit, and mandreling operations may be performed simultaneously.

Table 636-1
Mandrel Sizes

Conduit Diameter (in)	Mandrel Diameter (in)	Mandrel Length (in)
1.0	0.8	1.2
2.0	1.6	2.2
3.0	2.5	3.2
4.0	3.5	4.3

Install a pull wire through the full length of the conduit after removing all obstructions from the conduit and cleaning of the conduit has been completed. Pull wire shall be continuous from outlet to outlet.

Immediately following cleaning and checking a section of conduit, seal all stub ends of that section of conduit with cap. Provide a water tight seal.

Install wire and cable in the telephone and fiber optic conduits according to the plans. Install vaults as shown in the plans.

636.11 Acceptance. Add the following:

Material for utility installations will be evaluated under Subsections 106.02 and 106.03.

Installation of utilities, and all associated materials, will be evaluated under Subsections 106.02 and 106.03.

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Section 703.— AGGREGATE

703.02 Coarse Aggregate for Concrete. Delete the text of this Subsection and substitute the following:

Conform to AASHTO M 80, class A including the reactive aggregate supplementary requirement, except as amended or supplemented by the following:

- | | |
|---------------------------------------|--|
| (a) Los Angeles abrasion, AASHTO T 96 | 40% max. |
| (b) Adherent coating, ASTM D 5711 | 1.0% max. |
| (c) Grading, AASHTO M 43 | All sizes except numbers 8, 89, 9, or 10 |

For bridge decks or surface courses, do not use aggregates known to polish or carbonate aggregates containing less than 25 percent by mass of insoluble residue as determined by ASTM D 3042.

For lightweight coarse aggregate, conform to AASHTO M 195.

703.03 Granular backfill. Delete paragraph (a) and substitute the following:

- (a) **Underdrain pipe with geotextile.** Furnish granular backfill conforming to AASHTO M 80, class E and AASHTO M 43, size number 7 or 67.

703.05 Subbase, Base, and Surface Course Aggregate. Amend as follows:

Delete paragraph (a) and substitute the following:

- (a) **General.** Furnish hard, durable particles or fragments of crushed stone, crushed slag, or crushed gravel meeting the appropriate gradation and conforming to the following:

- | | |
|---|----------|
| (1) Los Angeles abrasion, AASHTO T 96 | 35% max. |
| (2) Sodium sulfate soundness loss (5 cycles),
AASHTO T 104 (coarse and fine) | 12% max. |
| (3) Durability Index, AASHTO T 210 (coarse and fine) | 35 min. |
| (4) Dimethyl Sulfoxide (DMSO), WFLHD Test for Accelerated
Weathering of Aggregate by use of Dimethyl Sulfoxide | 12% max. |

Furnish a material that is free from organic matter and lumps or balls of clay. Do not use material that breaks up when alternately frozen and thawed or wetted and dried.

Obtain the aggregate gradation by crushing, screening, and blending processes as necessary. Fine aggregate, material passing the No. 4 sieve, shall consist of natural or crushed sand and fine mineral particles.

Delete the text in paragraph (b) and substitute the following:

(b) Subbase or base aggregate. In addition to paragraph (a) above, conform to the following:

- | | |
|-------------------------------------|--------------|
| (1) Gradation | Table 703-2A |
| (2) Fractured faces, ASTM D 5821 | 50% min. |
| (3) SE/P ₂₀₀ Index (SEP) | 1.000 min. |

Delete Table 703-2 and substitute the following:

Table 703 – 2A
Target Value Ranges for Subbase and Base Gradation

Sieve Size	Percent by Mass Passing Designated Sieve (AASHTO T 27 and T 11)				
	Grading Designation				
	A (Subbase)	B (Subbase)	C (Base)	D (Base)	E (Base)
2½ inch	100 ⁽¹⁾				
2 inch	97 - 100 ⁽¹⁾	100 ⁽¹⁾	100 ⁽¹⁾		
1½ inch		97 - 100 ⁽¹⁾			
1 inch	65 - 79 (6)		80 – 100(6)	100 ⁽¹⁾	
¾ inch			64 - 94 (6)	86 – 100(6)	100 ⁽¹⁾
½ inch	45 - 59 (7)				
⅜ inch			40 - 69 (6)	51 – 82 (6)	62 – 90 (6)
No. 4	28 - 42 (6)	40 - 60 (8)	31 - 54 (6)	36 – 64 (6)	46 - 74 (6)
No. 40	9 - 17 (4)			12 - 26 (4)	12 - 26 (4)
No. 200	10 max ⁽¹⁾	10 max ⁽¹⁾	10 max ⁽¹⁾	10 max ⁽¹⁾	10 max ⁽¹⁾

(1) Statistical procedures do not apply.

() The value in the parentheses is the allowable deviations (±) from the target values.

Section 704.— SOIL

704.02 Bedding Material. Delete the text of this Subsection and substitute the following:

Furnish a well graded, free draining material free of excess moisture, muck, frozen lumps, roots, sod, or other deleterious material conforming to the following:

(a) Maximum particle size depth, whichever is smaller 1/2 inch or half the corrugation

(b) Material passing No. 200 sieve, AASHTO T 27 and T 11 10% max.

704.07 Select Borrow. Delete the text of this Subsection and substitute the following:

Furnish granular material, uniformly graded from coarse to fine, free of excess moisture, muck, frozen lumps, roots, sod, or other deleterious material conforming to the following:

(a) Gradation Table 704-1

(b) Liquid limit, AASHTO T 89 30 max.

Table 704-1
Select Borrow Gradation

Sieve Size	Percent by Mass Passing Designated Sieve (AASHTO T 27 & T 11)
3 inch	100
1 inch	70-100
No. 4	30-70
No. 200	0-5

704.10 Select Granular Backfill. Amend as follows:

Delete the text of paragraph (a)(4) and substitute the following:

(4) Liquid limit, AASHTO T 89 30 max.

Delete Table 704-4 and substitute the following:

Table 704-4
Select Granular Backfill Gradation

Sieve Size	Percent by Mass Passing Designated Sieve (AASHTO T 27 & T 11)
4 inch	100
1 inch	40-60
No. 40	20-40
No. 200	0-10

Section 705.— ROCK**705.02 Riprap Rock.** Add the following:

Match riprap to the color and characteristics of the material excavated from the surrounding area.

Do not haul or place riprap until color and material characteristics are approved by the CO.

705.06 Stone Curbing. Add the following:

Furnish green argillite stone curbing conforming the size and shape as specified in the plans. Provide stone curbing according to Section 105 and Section 609.

Match green argillite stone curbing to the color and characteristics of the existing green argillite stone curbing.

Do not place stone curbing until color and material characteristics are approved by the CO.

Section 712.— JOINT MATERIAL

712.01 Sealants, Fillers, Seals, and Sleeves. (a) Joint sealants and crack fillers. Delete the text of paragraph (6) and substitute the following:

(6) Flexible cellular joint filler ASTM D 1056, type 2, grade 3, 4, or 5

712.05 Mortar for Masonry Beds and Joints. Delete the text of this Subsection and substitute the following:

Furnish and proportion masonry mortar according to ASTM C 270 proportion specifications. Mortar may be preblended or mixed on site. Use only masonry cement mortar type M or S. Incorporate in the mortar mix a water repellant admixture. Provide sufficient dosage to ensure a reduction of 25% of water absorption in hardened mortar as indicated in ASTM C 642.

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Section 718.— TRAFFIC SIGNING AND MARKING MATERIAL

718.14 Waterborne Traffic Paint. (g) Daylight reflectance. (Without glass beads) Delete the text of this Subsection and substitute the following:

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|---|---------------------------|
| (1) White, ASTM E 1347
oxide standard | 84% relative to magnesium |
| (2) Yellow, ASTM E 1347
oxide standard | 55% relative to magnesium |

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FIRE PREVENTION AND SUPPRESSION PLAN

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FIRE PROTECTION AND SUPPRESSION

The following requirements pertain to normal level non-heightened fire restriction periods. More restrictive requirements will be required in the event of more active fire seasons.

1. Fire Control

The Contractor shall, independently and in cooperation with the National Park Service, take all reasonable action to prevent and suppress fires in the project area. Independent initial action shall be prompt and shall include the use of all personnel and equipment available in the project area.

2. Fire Precautions

Specific fire precautionary measures are as follows:

a. Smoking and Open Fires

Smoking shall be permitted only at the option of the Contractor. The Contractor shall not allow open fires on the project area, open fires are not allowed within Glacier National Park.

Unless restricted by State Law or Federal Regulation, smoking shall be permitted only in such portions of the project area that are free of flammable material. Smokers are required to discard extinguished cigars and cigarette butts in an appropriate non-flammable container. Under no circumstances shall butts be discarded on the road or roadside.

b. Fire Extinguishers and Equipment, on Trucks, Tractors, etc.

All power-driven equipment operated by the Contractor on National Park land, except portable fire pumps, shall be equipped with one fire extinguisher having a UL rating of at least 5 B, C, and one "D" handled or long handled round pointed shovel, size "O" or larger. In addition, each motor patrol, truck and passenger-carrying vehicle shall be equipped with a double-bit axe or Pulaski, 3½ pounds or larger.

Equipment shall be kept in serviceable condition and shall be readily available.

c. Power Saws

Each gasoline power saw operator shall be equipped with a pressurized chemical fire extinguisher of not less than 8-ounce capacity by weight, and one long handled round point shovel, size "O" or larger. The extinguisher shall be kept in possession of the saw operator at all times. The shovel shall be accessible to the operator within 1 minute.

d. Grinding, Oxyacetylene cutting and welding

One 5 gallon bladder bag is required at each job site location where these activities are being conducted.

e. Extinguishers

One refill for each type or one extra extinguisher sufficient to replace each size extinguisher required on equipment shall be safely stored in the fire tool box or other agreed upon place on the project area that is protected and readily available.

f. Spark Arresters and Mufflers

Each internal combustion engine shall be equipped with a spark arrester meeting appropriate Society of Automotive Engineers (SAE) recommend Practice J335(b) and J350(a) as now or hereafter amended unless it is:

- (1) Equipped with a turbine-driven exhaust supercharger such as the turbo charger. There shall be no exhaust bypass.
- (2) A passenger carrying vehicle or light truck, or medium truck up to 40,000 GW, used on roads and equipped with a factory designed muffler complete with baffles and with an exhaust system in good working condition.
- (3) A heavy duty truck, such as a dump or log truck, or other vehicle used for commercial hauling, used only on roads and equipped with a factory designed muffler and with a vertical stack exhaust system extending above the cab.

Exhaust equipment described in this Subsection, including spark arresters and mufflers, shall be properly installed and constantly maintained in serviceable condition.

g. Tank Truck

The Contractor shall provide a tank truck or trailer, containing not less than 300 gallons of water, during yarding, loading, land clearing, right of way clearing and mechanical treatment of slash. A tank truck or trailer will not be required if power saw felling and bucking is the only operation. Such tank truck or trailer shall be maintained in a serviceable condition and located within 10 minutes, round trip, from each project area during fire period and closed season.

The tank truck or trailer shall be equipped with a pump capable of discharging 20 gallons of water per minute, using a 1/4-inch nozzle tip, through a 50 foot length of rubber lined hose. In addition, 500 feet of serviceable fabric jacket rubber lined hose of not less than 1 inch outside diameter, fitted with a nozzle capable of discharging a straight stream of 1/4-inch diameter and a spray pattern, shall be immediately available for use. The tank, pump and at least 250 feet of hose and nozzle shall be connected and ready for use at all times.

If a trailer is used, it shall be equipped with a hitch to facilitate prompt movement. A serviceable tow vehicle shall be immediately available for attachment to the trailer and must meet the time requirements stated above. Such truck or trailer shall be equipped to operate for a minimum of 8 hours. Tank truck or trailer shall be available from the start of work to the end of the Fire Watch/Fire Security service.

h. Communications

The Contractor shall provide adequate 2-way communication facilities to report a fire to the National Park Service within 15 minutes of detection. Report fires to the Communications Center at West Glacier Headquarters Office at 406-888-7801. FCC Regulations prohibit commercial use of Citizen Band (CB) radios (CBs are not considered adequate 2-way communications).

Communications shall be operable during all periods of contract operation.

3. Fire Tools

The Contractor shall furnish serviceable fire fighting tools at each job site location where activities are being conducted in a readily accessible fire tool box or compartment of sound construction with a hinged lid and hasp so arranged that the box can be secured or sealed. The box shall be red and marked "Fire Tools" in letters at least 1 inch high. It shall contain a minimum of:

- (a) 2 axes or Pulaskis with a 32-inch handle
- (b) 3 adze eye hoes. One Pulaski may be substituted for one adze eye hoe
- (c) 3 long handled, round point shovels, size "O" or larger

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